



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, December 21, 2022 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report TAB 1

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

2.) Out of State Travel Request – NACE Annual Conf. – Orange Beach, Alabama TAB 2

3.) 2023 Transportation Improvement Plan (TIP) TAB 3

4.) Agency Delegated Contracting Agreement with Mndot TAB 4

5.) FINAL Contract Payments for CR 55 Surfacing Project CP 13-55-21 TAB 5

6.) FINAL Contract Payments for CSAH Reconstruction Project SAP 013-619-022 TAB 6

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1

2.) R&B Committee Recommendation – Out of State Travel Request – NACE Annual Conf. TAB 2

3.) R&B Committee Recommendation – 2023 Transportation Improvement Plan (TIP) TAB 3

4.) R&B Committee Recommendation – Agency Delegated Contracting Agmt. with Mndot TAB 4

5.) R&B Committee Recommendation – FINAL Payments for CP 13-55-21 TAB 5

6.) R&B Committee Recommendation – FINAL Payments for SAP 013-619-022 TAB 6

7.) Minutes from the December 7, 2022 Regular Meeting TAB 7

8.) Payment of County's Warrants and Miscellaneous Bills TAB 8

Environmental Services/Zoning Report – Kurt Schneider, Director

9.) Director's Report TAB 9

10.) 2023 Contracts with Chisago County Solid Waste Haulers and Recyclers TAB 10

11.) 2023 General Engineering and Administrative Services Agreement with EOR Inc. – LID TAB 11

12.) 2023-24 Prof/Tech Services Contract with SWCD and LID TAB 12

13.) A2A Investments LLC "Ryan Farms Plat 1" Final Plat TAB 13

14.) Byron Dahlheimer "North Dairy" Final Plat TAB 14

15.) Briscoe & Everett & Krousey CUP - Rural Retail Tourism Pottery Studio & Events TAB 15

16.) Rohman, IUP – Accessory Structure without the Presence of a Principal Use Structure TAB 16

17.) Timothy and Katherine Albrecht Interim Use Permit – Residential Kennel TAB 17

18.) Plans & Specs. and Advert. for Bids – Segment G Const. SPRT (North Branch to Harris) TAB 18

Other Business of the County Board

19.) Report and Recommendations from the December 14, 2022 B/F Meeting TAB 19

20.)	Setting Date and Time of Annual Meeting	TAB 20
21.)	2023 Salary and Compensation Amounts	TAB 21
22.)	2023 Enterprise Services CIP Projects	TAB 22
23.)	Emergency Foster Care Contract – Wendy and David Cook	TAB 23
24.)	Emergency Foster Care Contract – Maggie and Ryan Fure	TAB 24
25.)	2023-24 Professional Technical Services Contract with SWCD for U of MN Extension	TAB 25
26.)	Lakes Center for Youth and Families Professional Service Agreement	TAB 26

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners





CHISAGO COUNTY DEPARTMENT OF PUBLIC WORKS

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

TAB 1

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: December 13, 2022
RE: Public Works Director's Report

NACE Conference Travel Request

Annual request to attend the National Association of County Engineers conference.

2023 Transportation Improvement Plan

We have finalized the 2023 program for Board consideration. Here is what is being proposed/recommended:

- CSAH 40 Reconstruction
- CSAH 21 Reconstruction
- CR 70 Reconditioning
- 2023 Pavement Maintenance Project (CSAH's 3, 9 & 40 and CR's 71, 81 & 94)

This plan will improve 22.6 miles of our system and represents an estimated \$10.4M investment, keeping our local spending investment intact.

MnDOT Federal Delegated Contract Process Agreement

Every 5 years we need to update and approve the DCP agreement with MnDOT so we can receive federal funding.

TH 8 Reconstruction Update

I have submitted the project for funding out of the Corridors of Commerce program and we have made the first cut. We will also be resubmitting for a federal RAISE grant.

CSAH 17 Extension Project

We are working through the EAW and looking to set up one more public open house on January 10th.

1 8A7-

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 2
Title of Item for Consideration: Out of State Travel Request – NACE Annual Conf. – Orange Beach, Alabama	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter:	
Background: County Engineer Joe Triplett is requesting to attend the annual National Association of County Engineers (NACE) conference in Orange Beach, Alabama. Topics discussed at the conference this year include Bridge construction, Construction management, Pavement surfacing and preservation, Innovative Technology, Emergency management, Facilities, Fleet / asset management, Local Road Safety Plans, Solid waste and storm water control, Snow and Ice Removal, Water / wastewater, Professional Development, Federal legislation. Attachment(s): Out of State Travel Request form	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel request to attend 2023 NACE conference at tonight's meeting. The following motion is suggested: <i>“Move to approve the out of state travel request to attend 2023 NACE conference at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the Director to attend conference Budget/Financial Implications: Funding for project will come from 03-310-6245. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	12/13/2022
Employee Name	Joe Triplett
Department	Public Works
Destination	<u>Orange Beach, Alabama</u>
Purpose of Travel	2023 National Association of County Engineers Conference
Departure Date	4/15/2023
Return Date	4/21/2022
Total Travel Expenses	\$2,801.00
Supervisor Name (PRINT)	Joe Triplett
Supervisor's Signature	
County Board Signature	
Date Approved	12/13/22
Date Approved	

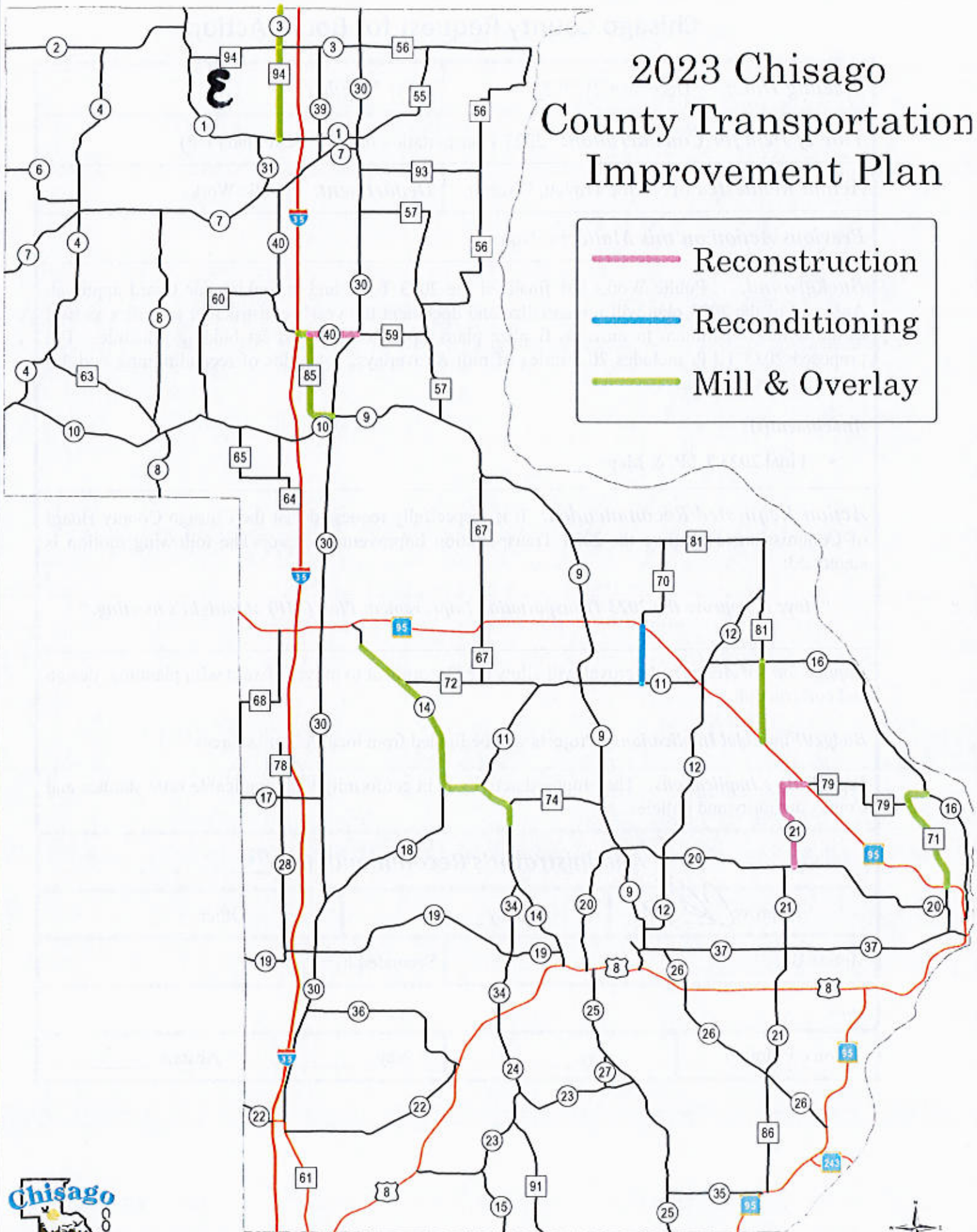
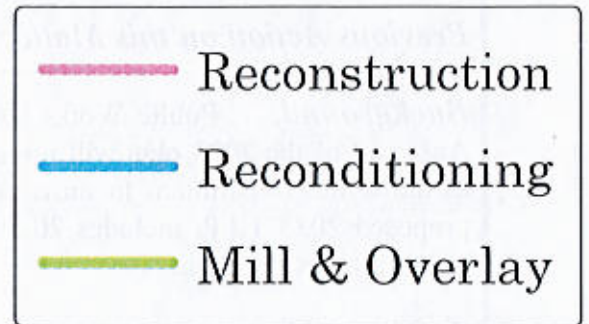
Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare		\$1,200.00	1	\$1,200.00
Ground Transportation		\$100.00	1	\$100.00
Conference/Registration Fees		\$745.00	1	\$745.00
Lodging		\$756.00	1	\$756.00
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$2,801.00

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 3
Title of Item for Consideration: 2023 Transportation Improvement Plan (TIP)	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works has finalized the 2023 T.I.P. and is looking for Board approval. Approval of the 2023 plan will memorialize and document the year's construction activities as well as allow the Department to move to finalize plans, specifications and set bidding schedule. The proposed 2023 T.I.P. includes 20.5 miles of mill & overlays, 1.4 miles of reconditioning and 3.3 miles of reconstruction. Attachment(s): Final 2023 T.I.P. & Map	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2023 Transportation Improvement Plan. The following motion is suggested: <i>“Move to approve the 2023 Transportation Improvement Plan (TIP) at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the Department to move forward with planning, design and construction. Budget/Financial Implications: Projects will be funded from local & state sources Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

2023 Chisago County Transportation Improvement Plan



[illegible]

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 4
Title of Item for Consideration: Agency Delegated Contracting Agreement with Mndot	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: As local agencies cannot directly receive federal aid, Mndot must act as the fiscal agent. This agreement allows for Mndot to act as this agent to receive the federal aid and disburse it. Mndot also require a resolution authorizing which officials are authorized to sign and execute the agreement on our behalf. The County updates and approves this agreement every 5 years. Attachment(s): - Agreement No. 1052133 - Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the Agency Delegated Contracting Agreement with Mndot. The following motion is suggested: <i>“Move to approve the Agency Delegated Contracting Agreement with Mndot at tonight’s meeting.”</i>	
Implications of Action: Allows Mndot to act as the County’s agent in accepting federal aid. Budget/Financial Implications: County would not be able to accept any federal funding without this agreement. Legal/Policy Implications: The proposed activity is in 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 _____

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

BE IT FURTHER RESOLVED, the Chairman is hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052133", a copy of which said agreement was before the County Board and which is made a part hereof by reference.



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

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

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement; Prior Agreement**
 - 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
 - 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030013.
2. **Local Government's Duties**
 - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
 - 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
 - 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
 - 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
 - 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
 - 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
 - 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
 - 2.3.6. The Local Government will receive and open bids.
 - 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
 - 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
 - 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. Maintenance. The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. Acceptance. MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. Authority. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

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

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

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

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

7.2. The Local Government's Authorized Representative is:

Name: Joe Triplett or their successor.

Title: Chisago County Engineer

Phone: 651-213-8708

Email: joe.triplett@chisagocounty.us

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

8. **Assignment Amendments, Waiver, and Agreement Complete**

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

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

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

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
 - 14.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
 - 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 14.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

18. Federal Contract Clauses

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

18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. **Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

- 18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.
- 18.5. **Federal Funding Accountability and Transparency Act (FFATA)**
 - 18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
 - a. Reporting of Total Compensation of the Local Government's Executives.
 - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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Chisago County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Date: December 9, 2022

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 5
Title of Item for Consideration: FINAL Contract Payments for County Road CR 55 Surfacing Project 13-55-22	
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 County Road CR 55 Surfacing Project 13-55-22 is \$12,320.58. The contract amount was \$576,723.69 and the total work certified amount was \$576,723.69. Attachment(s): Final Contract Voucher – County Road CR 55 Surfacing Project 13-55-22 (<i>available upon request</i>)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for County Road CR 55 Surfacing Project 13-55-22. The following motion is suggested: <i>“Move to approve the County Road CR 55 Surfacing Project 13-55-22 Final payment.”</i>	
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 _____

2

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 6
Title of Item for Consideration: FINAL Contract Payments for CSAH Reconstruction Project SAP 013-619-022	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
Background: The final contract payment amount for the CSAH Reconstruction Project SAP 013-619-022 is \$80,229.04. The contract amount was \$2,029,319.16 and the total work certified amount was \$2,029,319.16. Attachment(s): Final Contract Voucher – County Road CSAH Reconstruction Project SAP 013-619-022 (available upon request)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payments for CSAH Reconstruction Project SAP 013-619-022. The following motion is suggested: <i>“Move to approve the CSAH Reconstruction Project SAP 013-619-022 Final payment.”</i>	
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 _____

2

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, December 07, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, December 07, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

6:30 p.m. Oath of Office Administered to Commissioner Dan Dahlberg, District 5
County Auditor-Treasurer Bridgitte Konrad

On motion by Montzka, seconded by DuBose, the board moved to assign Commissioner Dahlberg to attend the Park Board meeting in December 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the board moved to assign Commissioner Dahlberg to the Park Board Committee. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the board moved to open the Health and Human Services Committee of the Whole at 6:34 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Greene gave the gavel to Vice-Chair Montzka.

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

On motion by Greene, seconded by Dunne, the Board moved to add items 1-8 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by DuBose, seconded by Dahlberg, the board moved to close the HHS Committee Board of the Whole at 6:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

7 8AT

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Adult Mental Health Grant – MN Dept. of Health
- 4.) HHS Committee Recommendation – MOU with NB Public Schools for Baby Café 2023
- 5.) HHS Committee Recommendation – Children's Mental Health Screening Grant 2023
- 6.) HHS Committee Recommendation – Out of State Travel Request – Client Visit to Conn.
- 7.) HHS Committee Recommendation – CM Mental Health Center Detoxification Services
- 8.) HHS Committee Recommendation – Emergency Foster Care Contract with Hansens
- 9.) 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.
- 10.) Minutes from the November 16, 2022 Regular Meeting
- 11.) Advertising 2023 Citizen Committee Vacancies
- 12.) Budget Adjustment – OpenGov – License Agreement Purchase

On motion by DuBose, seconded by Montzka, the Board moved to approve the out of state travel request for County Engineer Joe Triplett to attend the 2022 Iowa County Engineer Association annual conference in Des Moines, Iowa, December 14-16, 2022. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the resolution of support for an Active Transportation Grant for the City of Lindstrom. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 22/1207-1

**A RESOLUTION OF SUPPORT FOR AN ACTIVE TRANSPORTATION
INFRASTRUCTURE GRANT**

WHEREAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects, and

WHEREAS, the program, established by the Minnesota Legislature in 2017 (MN Statute 174.38) appropriates a total of \$3.5 million for infrastructure projects across the state with a minimum of \$50,000 and cap of \$500,000 for each project, and

WHEREAS, funds are intended to be used to reimburse construction costs on Active Transportation eligible items, and that construction costs above the Active Transportation grant award will need to have alternate funding sources, and

WHEREAS, non-state aid cities, townships, and registered non-profits (501(c)(3)) must have a state aid city or county sponsor, and

WHEREAS, the City of Lindstrom intends to improve a portion of the Swedish Immigrant Regional Trail along U.S. Highway 8 between Olinda Trail (County Road 25) and Elm Street and along Elm Street between U.S. Highway 8 and Newell Avenue and has submitted a Letter of Intent (LOI) for funding through the Active Transportation Infrastructure program, and

WHEREAS, the City of Lindstrom intends to submit a full application for Active Transportation Infrastructure program and requests sponsorship from Chisago County for the project, and

WHEREAS, the City of Lindstrom understands that it will be responsible for all costs not covered by Active Transportation grant including but not limited to consultant engineering, right-of-way acquisition, construction administration and inspection, utility construction, as well as construction costs above the Active Transportation grant award, and

WHEREAS, the City of Lindstrom has agreed to maintain such improvements for the lifetime of the improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CHISAGO COUNTY BOARD, MINNESOTA:

- I. Chisago County agrees to act as project sponsor for the project should the City of Lindstrom be awarded Active Transportation funds, and that such sponsorship shall include the following responsibilities:
 - a. Be the fiscal agent on behalf of the community and have funds flow from MnDOT to the city or county to the contractor.
 - b. Request SAP/SP number for the project.
 - c. Ensure the project meets milestones and dates.

- d. Assist the City of Lindstrom in execution of a grant agreement.
 - e. Review, approve and sign the construction plans
 - f. Assist the City of Lindstrom in submitting plans, engineers estimates, and proposal to the DSAE.
 - g. Submit pay requests to State Aid
 - h. Communicate progress and updates with the DSAEs and State Aid Programs Engineer
 - i. Ensure that the project receives adequate supervision and inspection
 - j. Assist with project close out.
-

On motion by Dunne, seconded by DuBose, the Board moved to approve the County Road (CP) Paving Project CP 013-079-022 Final payment. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the purchase of a new survey equipment for Public Works. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning January 1st, 2023). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by DuBose, the Board moved to approve Resolution 22/1207-2, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Douglas Johnson DJ's Dream Final Plat at 1499 505th Street, Nessel Township, (PID #06.00500.00) and Moved to enact Ordinance No. 21/1207-1, An Ordinance of the County Board of Commissioners of Chisago County, Minnesota, Approving the Rezoning of Lot 1, Block 1 DJ's Dream from Rural Residential I (RR1) District to Agricultural (AG) District and authorizing summary publication. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 22/1207-2
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE FINAL PLAT OF DJ'S DREAM

WHEREAS, Applicant Douglas Johnson, on behalf of property owners Raymond Johnson & Heide Johnson, Elden Johnson & Lynn Johnson, Steven Johnson & Bridget Johnson, Douglas Johnson, and Merrilee Johnson, submitted a request for the Final Plat of DJ's Dream on November 28, 2022; and

WHEREAS, the subject site is located at 1499 505th Street in Nessel Township; and

WHEREAS, the subject site is 14.04± acres in size and is legally described as:

PID 06.00500.00

That part of Government Lot 4, Section 22, Township 37, Range 22, Chisago County, Minnesota, which lies easterly and northeasterly of the township road, described in Book 88 of Deeds, page 5, in the office of the Chisago County Recorder, and northerly of the following described line:

Commencing at the southeasterly corner of Lot 8 of the recorded plat of WESTVIEW, Chisago County, Minnesota; thence on a plat bearing of North 5 degrees 15 minutes East along the wet line of Sunset Drive 288 feet to the north line of Lake Street in said plat; thence North 85 degrees 56 minutes 30 seconds East 69.93 feet; thence North 23 degrees 22 minutes West 365.16 feet; thence North 55 degrees 29 minutes 30 seconds East 271.88 feet to Point "A"; thence east, parallel with the north line of said Government Lot 4, a distance of 431.84 feet to the east line of said Government Lot 4 and the point of beginning of the line to be described; thence west, parallel with said north line, 431.84 feet to said point "A"; thence South 55 degrees 29 minutes 30 seconds West 280 feet, more or less, to the northeasterly line of the township road described in said Book 88 of Deeds, page 5, and said line there terminating.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That part of Government Lot 4, Section 22, Township 37, Range 22, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 1, Block 1, BEES NEST, Chisago County, Minnesota; thence northeasterly along the northeasterly extension of the northwest line of said Lot 1, a distance of 60.58 feet to the northerly Right of Way of Bayside Avenue recorded on Book 88 of Deeds, page 5, in the office of the County Recorder, Chisago County, Minnesota, and the point of beginning of the property to be described; thence continuing northeasterly along said northeasterly extension a distance of 100.00 feet; thence deflecting to the right 99 degrees 16 minutes 20 seconds a distance of 145.00 feet; thence deflecting to the right 80 degrees 43 minutes 40 seconds a distance of 71.15 feet, more or less, to said northerly line of Bayside Avenue; thence northwesterly along said northerly line of Bayside Avenue to the point of beginning.

WHEREAS, the Preliminary Plat of DJ's Dream was recommended for approval by the Planning Commission on January 6, 2022 per Resolution No. PC2022-0102 and approved by the Board of Commissioners on January 19, 2022 per Resolution No. 22/0119-2; and

WHEREAS, the Final Plat as submitted on November 28, 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 DJ's Dream, subject to the following conditions:

1. The Final Plat is approved as submitted on November 28, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Approval and recording of the Final Plat shall allow for the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District, based on Board of Commissioners Resolution No. 22/0119-2; however, the Rezoning shall not become effective until and unless the Board of Commissioners adopts and publishes a separate ordinance for said Rezoning.
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 Dahlberg, the Board moved to move to Approve Resolution No. 22/1207-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, updating the Board of Commissioners delegated decision-making authority of the Wetland Conservation Act of 1991 to the Director of Environmental Services or their designee and approved Resolutions No. 22/1207-, Resolution of the County Board of Commissioners of Chisago County, Minnesota, updating acknowledgement of Chisago County acceptance of the authority and administrative responsibility to implement the Wetland Conservation Act of 1991 as the designated LGU for all lands within the unincorporated lands of the county and within the corporate boundaries of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, and Taylors Falls" AND. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 22/1207-3
A RESOLUTION REGARDING THE ADMINISTRATION OF THE MINNESOTA
WETLAND CONSERVATION ACT

WHEREAS, In April 1992, Chisago County adopted the interim Wetland Program via resolution 92-21 accepting Wetland Conservation Act (WCA) administration; and

WHEREAS, in January 1994 the Board of Commissioners passed Resolution 940104-1 formally accepting responsibility as WCA Local Government unit (LGU) within the legal boundaries of Chisago County as of January 4, 1994; and

WHEREAS In March 2012, the Board of Commissioners passed resolution 12/0321-1 delegating decision-making authority of the WCA to the Wetland Specialist, Department of Environmental Services/Zoning or their designee; and

WHEREAS, Chisago County has now adopted Resolution 22/1207___ accepting and renewing its authority and administrative responsibility to implement the Wetland Conservation Act within the unincorporated lands of the county and within the incorporated legal boundaries of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy and Taylors Falls in accordance with Minnesota Rules, Chapter 8420; and

WHEREAS, Chisago County is authorized by Minnesota Administrative Rules Part 8420.0200, Subpart 2, Item C, to delegate certain functions with regard to implementation of WCA, including the authority to make decisions on applications, with its staff.

NOW, THEREFORE BE IT RESOLVED by the Chisago County Board of Commissioners, that decision-making authority for WCA exemption, no-loss, wetland boundary and type, sequencing, replacement plan, and wetland banking applications is placed with the Chisago County Director of Environmental Services or their designee.

On motion by DuBose, seconded by Dunne, the Board moved to approve the 2023-24 Professional Technical Services Contract with the Chisago Soil and Water Conservation District. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka,

Dahlberg **OPPOSED**: None.

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

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

Truth in Taxation Hearing (7:00 p.m.)

Truth in Taxation Hearing
Public Comment: TIME – 7:17 p.m. END TIME – 8:15 p.m.

of SPEAKERS – 9

On motion by Montzka, seconded by Dunne, closed public comment at 8:45 p.m.
The motion **carried** as follows: **IN FAVOR THEREOF**: DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

On motion by DuBose, seconded by Dunne, the board moved to approve by Board Resolution the Chisago County 2023 Final Levy & Annual Budget, as presented at tonight's meeting; to include:

A 2023 County Levy of \$\$45,740,860

A 2023 County Expenditure of \$80,604,063

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

RESOLUTION NO. 2/1207-5
ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2023

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 7th, 2022 at 7:00 p.m. and closed at 8:15 p.m.; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Chisago County Board of Commissioners must certify to the County Auditor the proposed tax levy for taxes; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.07, the Chisago County Board of Commissioners must certify its levy on or before five working days after December 21, 2022; and; and

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2023 of \$45,740,860 a 2.84% increase over the 2022 levy, with overall 2023 expenditures of \$80,604,063, a LID Levy of \$327,520, with overall 2023 expenditures of \$327,520;

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended 2023 Capital Improvement Plan of \$3,073,157;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2023 Annual Budget.

On motion by Montzka, seconded by Dunne, the Board moved to close the County Board meeting at 8:20 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, Dahlberg. **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 Montzka, the Board ended the closed meeting and reconvened the regular meeting at 8:45 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board adjourned the meeting at 8:45 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 21, 2022**

TAB # 8

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$606,711.90

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
12/9/2022 -			County's Warrants
12/9/2022	\$50.00	12/21/2022	Auditor's Warrants
12/16/2022	\$114,518.40	-	County's Warrants
12/16/2022	\$58,326.56	12/21/2022	Auditor's Warrants

Lake Area Bank; Derek Anklan; Sheriff; supplies; \$166.94

Lake Area Bank; Chase Burnham; Administration; supplies; \$97.08

Lake Area Bank; Ben Elfelt; LID; registration; \$26.00

Lake Area Bank; Bridgitte Konrad; Auditor; supplies; \$283.33

Lake Area Bank; Andrew Mahowald; Sheriff; training; \$75.00

Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$55.42

Lake Area Bank; Janet Reiter; County Attorney; registration; \$147.50

Lake Area Bank; Kurt Schneider; Environmental Services; training; \$875.00

Lake Area Bank; Joe Tart, Parks; training; \$145.00

Lake Area Bank; Joe Triplett; Public Works; supplies, registration; \$1,661.00

Lake Area Bank; Tracy Krona; HHS; travel, supplies; \$839.80

Lake Area Bank; Todd McMurray; HHS; travel; \$577.20

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: December 14, 2022
Re: **December 21, 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 December 21, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. Timothy and Katherine Albrecht Interim Use Permit – Residential Kennel
3. Chad and Kari Rohman Interim Use Permit – Accessory Structure Without a Principal Structure
4. Matthew Krousey Conditional Use Permit – Rural Retail Tourism Pottery Studio & Events
5. 2023 Contracts with Chisago County Solid Waste Haulers and Recyclers
6. 2023 General Engineering and Administrative Services Agreement with EOR Inc. – LID
7. 2023-24 Prof/Tech Services Contract with SWCD and LID
8. A2A Investments LLC “Ryan Farms Plat 1” Final Plat
9. Byron Dahlheimer “North Dairy” Final Plat
10. Sunrise Prairie Regional Trail Plans & Specifications and Advertisement for Bids – Segment G Construction (North Branch to Harris)

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for Thursday, December 29th at 7:00 p.m. at the Government Center. The Board will also meet on December 28th at 8:15 a.m., departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tour of the agenda item property. Item(s) for consideration include:

1. Property owners Todd & Julie Dosch, Brandon Dosch and Tyler Sherden are requesting Variances to Subdivision Ordinance Section 1.06 and Zoning Ordinance Sections 4.08.2 and 5.15 in order to split a platted lot into two parcels without having it replatted; allow

construction on both proposed parcels which encroaches on required roadway and rear yard setbacks; and, to exceed the maximum amount of accessory storage space on one of the proposed parcels. The .95-acre property is zoned Rural Residential 1 (RR1) District / Shoreland Management District and located at 51109 Rush Lake Way, Nessel Township, S14, T37, R22 (PID# 06.01172.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, January 5, 2023, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on January 3, 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:

1. Property owners Glen & Donna Bergin, represented by applicant Brad Canaday, are requesting approval of the Preliminary Plat of Keystone Pines, involving the creation of three lots from a 20-acre tract. The property is zoned Agricultural (AG) District and located at 42120 Keystone Avenue, Sunrise Township, S36, T36, R21 (PID# 09.00644.00).
2. Property owner Stig A. Larson Family Limited Partnership, represented by applicant Jeanne Larson, is requesting an Amendment to a Conditional Use Permit (CUP) allowing Rural Retail Tourism (gathering venue) in the Agricultural (AG) District / Shoreland Management District. The original CUP was granted in 2014 when the subject site was 200+ acres in size, and the proposed Amendment would modify the legal description following subdivision of the subject site reducing the size to 131.18± acres. The property is located at 15326 318th Street, 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 December 8th is 118% of the projected annual budget at \$981,766. Construction permit activity for November YTD is summarized on the attached table.

The Chisago Lakes Lake Improvement District five (5) Member vacancy appointment anticipated at the LID Board meeting of December 5th resulted in a tie vote between candidates. No immediate appointment has yet been made, however, in process of by-laws review and presentation of alternatives to the LID Board for a special meeting of December 15th, candidate Bruce Meyer withdrew his candidacy. The remaining candidate, Travis LaMotte, is anticipated to be appointed as District 5 representative at the soonest opportunity.

The North Branch HHW facility rear yard recycling yard site improvements are near complete but have been stopped for the season and will await final work (asphalt, etc.) in the Spring. Because site work is substantially complete, staff does anticipate operations can commence as we move into the new year which will require identification of a recycle materials hauler/contract and the development of general facility operations procedures, hours, etc.

An exciting Fish Lake Park master plan presentation is being made to the Park Board on December 15th. The Master Plan consists of significant future enhancement plans to the park and will aid tremendously in pursuit of State recognized Regional Designation and grant funding opportunities. The plan will be formally presented to the Board in the coming months.

Environmental Services Department November 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	
	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD
Amador	0	7	6	43	1	5	0	6	0	4	0	0	0	6	0	10
Center City	0	3	2	44	0	9	0	0	1	3	0	0	0	0	0	0
Chicago City	1	20	12	113	10	59	6	16	2	4	0	0	0	7	0	21
Chicago Lake	1	22	9	141	4	51	2	29	0	1	0	0	4	17	0	43
City Shafer*	0	0	3	30	2	11	0	2	0	1	0	0	0	0	0	0
Fish Lake	2	10	2	163	1	22	0	15	1	2	0	0	0	8	1	21
Franconia	2	8	5	40	0	9	1	6	0	0	0	0	1	3	3	13
Harris	0	1	2	21	1	5	0	2	1	3	0	0	1	2	0	5
Lent*	1	2	4	47	4	23	0	3	0	0	0	0	0	4	0	7
Lindstrom	0	16	12	132	6	56	0	7	0	4	0	0	0	0	0	1
Nessel	1	7	9	152	1	14	0	11	1	2	0	0	0	8	2	33
Rush City	0	12	2	43	0	15	0	5	1	5	0	0	1	8	0	0
Rushseba	1	4	3	15	0	3	0	8	0	1	0	0	0	2	0	5
Shafer	0	9	3	31	0	7	1	6	0	0	0	0	0	2	1	12
Sunrise	1	11	1	59	1	15	2	9	0	1	0	0	0	3	1	14
Taylor's Falls*	0	1	1	34	2	8	0	1	0	0	0	0	0	1	0	1
TOTAL:	10	133	76	1108	33	312	12	126	7	31	0	0	7	65	8	189
Year to Year Comparison	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD
2021	9	135	49	552	38	216	8	115	0	45	0	1	6	75	16	244
2020	16	120	31	636	18	201	7	118	3	28	0	0	8	86	13	337
2019	7	129	46	735	26	207	5	112	4	44	0	0	7	76	17	226
2018	6	137	45	621	10	143	6	101	5	42	0	3	6	94	10	219
2017	7	141	34	547	10	171	8	107	1	28	0	3	4	66	18	226

* 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: December 21, 2022	Item Number: 10
Title of Item for Consideration: 2023 Contracts with Chisago County Solid Waste Haulers and Recyclers	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste
Previous Action on this Matter: Chisago County carries out an annual solid waste hauling and recycling contract agreement process in partial fulfillment of State mandated recycling efforts. All the Chisago County Hauler and Recycler Agreement's in 2023 are renewals of past contracts.	
Background: The annual solid waste contract process involves multiple individual agreements for Haulers and Recyclers as follows. Both agreements again include a one-time incentive payment, added to encourage increased recycling if haulers raise their year-to-year recycling rate, as calculated after final numbers are submitted in January. Hauler Recycling Agreements: Contract renewals support Hauler curbside recycling and are financed through the use of the Governors Select Committee On Recycling and the Environment (SCORE) funds. The agreements outline County payment of \$100/ton for plastic bottles, \$20.00/ton for cardboard (the 1st 20 tons only), and \$40/ton for newspapers, steel cans, cloth, glass bottles, and office paper. The County has the State mandated responsibility to provide recycling programs and to achieve a recycling rate of 35%. Hauler contracts help assure that recycling programs are readily available throughout the county and are only available to haulers that bring their municipal solid waste to the ECSWC in Mora. Renewals are presented for the following haulers: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling. Recycler Agreements: Agreement renewals assist in reducing the cost of problem material recycling; formalize the collection and proper recycling of major appliances, waste tires, and electronics; and ensure that recycling programs are available to residents throughout the county. The program is financed through State SCORE funds. The reduced cost recycling by County residents is directly supported by a per item subsidy payment to Recycling Contractors who in turn provide reduced rates to Chisago County residents. The universal exhibit to each of the agreements outlines the recommended per item subsidy rates, as determined through annual review of the program. Contractors are chosen through a request for proposal process and based on their pricing and locations. The County paid subsidy prices remain unchanged from last year. Recycling markets started the year high but have since fallen somewhat recently. Continued support of recycling through this subsidy program is recommended at this time to help keep prices reasonable for county residents. Contract's renewals are presented for AAA; Evergreen Recycling; Recycling For Wildlife; and The Steel Chick Recycling.	
Attachments: • Hauler and Recycler Recycling Contracts (available with Clerk of the Board)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the various Hauler and Recycling Agreements with the following companies: Chisago Lakes Sanitation, Croix Valley Pick-Up, Pete's Rubbish Hauling LLC; AAA Recycling, Evergreen Recycling LLC, Recycling For Wildlife; and The Steel Chick LLC	

There are two (2) suggested motions to approve this action are as follows:

- 01
1. ***"Move to approve the 2023 Hauler Recycling Contract Renewals as presented with the following companies: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling."***

AND

2. ***"Move to approve the 2023 Recycler Contracts as presented with the following companies: AAA Recycling; Evergreen Recycling; Recycling For Wildlife; and The Steel Chick Recycling."***

Implications of Action: The Hauler Recycling Agreements will help support curbside recycling for county residents and businesses. The Recycler Agreements will help lower the cost for recycling items such as electronics, appliances, tires and mattresses for County residents and provide a variety of recycling outlets.

Budget/Financial Implications: The Hauler and Recycler Contract funds come from State SCORE funding which must be spent on recycling functions at the local level. Chisago County SCORE funding received in 2022 (State Fiscal Year 2023) was \$167,259.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. All agreements have been reviewed by the Chisago County Attorney.

Administrator's Recommendation

Approve COB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 11
Title of Item for Consideration: 2023 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. (EOR)	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – on behalf of the Chisago Lakes Lake Improvement District (LID)
Previous Action on this Matter: Chisago County has approved annual General Engineering and Administrative Services agreements with EOR since 2010. In fall, 2016, the Chisago Lakes Lake Improvement District solicited Request for Services proposals to provide ongoing engineering consultant services from 7 water resource engineering firms. A subcommittee of the LID evaluated the proposals received. EOR scored highest for matching the needs of the LID. EOR fees were lowest. The subcommittee recommended EOR continue to be the primary engineering consultant for the LID.	
Background: At the request of the LID, County Board consideration of the proposed 2022 General Engineering and Administrative Services agreement, along with additional tasks: Carp Management, and Aquatic Plant Point Intercept Surveys is respectfully requested. Attachments: 2023 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. for the Chisago Lakes Lake Improvement District. - EOR Memo 2023 Carp Management Work Plan - EOR Memo 2023 Aquatic Plant Point-Intercept Surveys - EOR 2023 Hourly fee schedule	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2023 General Engineering and Administrative Services Agreement between Chisago County and Emmons and Olivier Resources, Inc. along with Carp Management, and Point Intercept Surveys for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows: <i>“Move to Approve the 2023 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form.”</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.	
Budget/Financial Implications: The work tasks in the 2023 General Engineering and Administrative Services and additional tasks are included in the 2023 LID budget and were approved	

by the LID Board at their December 5, 2022, meeting. The total 2023 contract amount is \$48,700.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.

Administrator's Recommendation

Approve

COB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**GENERAL ENGINEERING AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN
CHISAGO COUNTY AND EMMONS & OLIVIER RESOURCES, INC. FOR
THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT**

Chisago County, located at 313 North Main Street, Center City, Minnesota, hereinafter referred to as "County and Emmons & Olivier Resources, Inc., located at 1919 University Avenue W, St. Paul, Minnesota, 55104, hereinafter referred to as "CONSULTANT" does enter into this professional services agreement on recitals and terms and conditions, as follows:

RECITALS

WHEREAS, Chisago Lakes Lake Improvement District (LID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015; and

WHEREAS, pursuant to Minnesota Statutes, section 103B.553, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

WHEREAS, CONSULTANT is a qualified engineering firm which has represented that it has the expertise, appropriate licensures, and specialties in the area of water resource engineering, water quality, channel and structure maintenance, and invasive species management.

WHEREAS, the capabilities of the CONSULTANT and their personnel currently meet the needs and purposes of the LID.

TERMS AND CONDITIONS

THEREFORE, based upon the mutual consideration of the parties, the County and the CONSULTANT agree, enter into and adopt term and conditions as and for their Agreement, effective for the time set forth herein.

I. Term:

Notwithstanding the date of signatures of the respective parties, this Agreement shall be effective on January 1, 2023 and terminate on December 31, 2023, or as terminated earlier as provided herein.

II. Scope of Services

- a. During the term of this Agreement, the CONSULTANT shall perform all professional engineering or consulting services set forth in this Agreement and which the Board of the LID is authorized to direct.
- b. These general services may include, but are not limited to, the planning, design and construction support services for capital improvement projects or studies engineering and economic analyses related to the project financing and implementation, wetland delineations, natural resources inventories, water monitoring, data collection and

preparation of databases, general and technical administration support. Work to be performed by Consultant includes those services described in Exhibits A through D, which are incorporated here in as follows:

- i. **Exhibit A - Goal 2: General Engineering Services Scope of Work;**
 - ii. **Exhibit B - Goal 8: EOR Memo 2023 Carp Management Work Plan; and**
 - iii. **Exhibit C - Goal 8: EOR Memo 2023 Aquatic Plant Point Intercept Survey.**
- c. **Standard of Performance** – the standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.
- d. **Addendums and Change Orders** –
- i. Any services outside the terms, conditions and services set forth in this agreement shall be specifically set forth in a "Change Order."
 - ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the County Board.
 - iii. Change Orders, or any one change order, which increase(s) the total authorized payments to EOR beyond the compensation amount set forth in of this Agreement must be separately authorized and executed by the County Board and the Consultant.

III. Cost, Compensation and Payment of Services

- a. The financial responsibility of the County and the total cost to be incurred under this Agreement shall not exceed \$48,700, unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein.
- b. Costs are to be allocated across the following services:
 - i. The total cost incurred for services described in **Exhibit A - Goal 2: General Engineering Services Scope of Work** shall not exceed the sum of \$40,000.
 - ii. The total cost incurred for services described in **Exhibit B - Goal 8: EOR Memo 2022 Carp Management Work Plan** shall not exceed the sum of \$2,700.
 - iii. The total cost incurred for services described in **Exhibit C - Goal 8: EOR Memo 2022 Aquatic Plant Point Intercept Survey** shall not exceed the sum of \$6,000.
- c. The County shall pay CONSULTANT for services authorized under this Agreement directly to the CONSULTANT upon the presentation of a claim or invoice in the manner provided by law for payment of claims against the County, upon satisfactory completion of the services identified on such invoice.

- d. The CONSULTANT shall invoice the County for services performed and delivered under this Agreement and such services shall be itemized consistent with the fees identified in CONSULTANT's 2023 Hourly Fee Schedule, attached hereto and incorporated herein as Exhibit D. Statement or Invoices shall identify the staff members that have performed the services during the previous invoicing period and a detailed description of the work performed.
- e. Prompt payment of subcontractors – CONSULTANT shall pay any subcontractor for work performed under this Agreement, within ten days of receipt of payment from the County for undisputed services provided by any subcontractor, as provided in Minn. Stat. 16A.1245. Any delays in payment to the subcontractor for undisputed services shall require the CONSULTANT to pay any and all interest and penalties due a subcontractor, for said delays, as allowed by law.

IV. Cancellation and Termination of Agreement.

- a. Termination or Cancellation– Either party may terminate the Agreement for any reason, or for no reason at all, upon mailing written notice at least 30 days to the other party.
- b. Upon termination, the CONSULTANT will provide true and correct copies (including paper, electronic, photo, and digital) of all working and archived files in the possession of the CONSULTANT to the County within 30 days after termination of the Agreement.
- c. Cancellation of Agreement by the County – A Cancellation Notice provided by the County shall state specifically what, if any, ongoing Administrative Services or Work is to be completed by CONSULTANT within the remaining 30-day cancellation period. The CONSULTANT shall be entitled to full compensation for all satisfactory work performed to the date of the Cancellation Notice and through the cancellation period (and all costs in connection therewith) which have been performed in accordance with the terms and provision of this Agreement if authorized in the cancellation notice.
- d. Cancellation of Agreement by CONSULTANT - The CONSULTANT shall remain responsible for completing and satisfactorily fulfilling obligations under each authorized Change Order. The County shall have available to it any remedies available in law or equity. By agreement of the parties to this agreement the CONSULTANT may complete services and/or projects authorized under an executed Task Order or arrange for mutually agreed upon alternative provider(s).

V. Contract Administrator

- a. To assist the parties in the day-to-day performance of the Agreement and to develop service, ensure compliance and provide ongoing consultation, a contract administrator shall be designated by the CONSULTANT and the County. The parties shall keep each other informed, in writing, of any change in such designation. At the time of the execution of this Agreement the following persons are designated:

For CONSULTANT

Name: Greg Grasko
Position: Client Representative

Phone: 651-203-6025
e-mail: ggrasko@corinc.com

For COUNTY

Benjamin Elfelt
Administrator Chisago Lakes Lake Improvement
District

(651)213-8383
benjamin.elfelt@chisagocounty.us

- b. All notices required to be serviced by this Agreement shall be served upon the other party's designated contract administrator. Except with regard a notice of termination or cancellation, which must be served by mail, any and all other notices, correspondence invoices and the like may be sent to the email address of the designated contract administrator.

VI. Documents and Data Practices

- a. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. CONSULTANT shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not services are continued or project(s) completed.
- b. Within thirty (30) days of termination of the Agreement, the County and LID shall receive from the CONSULTANT full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by CONSULTANT relative to the County and LID. CONSULTANT shall be reimbursed for cost of creating copies.
- c. The CONSULTANT grants to the County a perpetual license to use the documents and files as the County deems appropriate, subject to the following limitations: (1) The County acknowledges that documents and files are not intended or warranted to be suitable for additional use, application or reliability for other projects or endeavors, without written verification or adaptation by the CONSULTANT; (2) Use, re-use or modification of the documents without written verification, completion, or adaptation by the CONSULTANT, as appropriate for the specific purpose intended, will be at the County's risk, without liability or legal exposure to CONSULTANT, except as provided herein; (3) the County shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by the Consultant; (4) Such limited license to the County does not create any rights in third parties.
- d. Availability: Pursuant to Minn. Stat. 16C, Subd. 5 the CONSULTANT 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 CONSULTANT and involve transactions relating to this agreement.

- e. Retention: The CONSULTANT agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.
- f. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by CONSULTANT to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act and any and all data and records that the County receives from CONSULTANT in the performance of this Agreement shall be considered as public data. However, in the event that the County receives a request for disclosure of data or records received from CONSULTANT, the County shall provide CONSULTANT with notice of such a request prior to making a determination of disclosure and disclosure and CONSULTANT may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by CONSULTANT, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.

VII. Insurance and Indemnification

- a. CONSULTANT agrees to procure and maintain at all times, at its expense:
 - i. Workers' Compensation insurance as required by law;
 - ii. Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;
 - iii. Commercial General Liability insurance of \$3,000,000 aggregate amounts;
 - iv. Professional Liability insurance of \$2,000,000 aggregate;
 - v. Coverage maintained by CONSULTANT, for a single incident/claims or for any number of claims arising out of a single incident, in coverage amounts greater than those limits set forth in Minn. Stat. Sec. 466, shall in no way constitute a waiver of the tort liability limits afforded the County by law.
- b. CONSULTANT agrees to name the County as an additional insured on such coverages and provide certificates of insurance as evidence of such coverages.
- c. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, LID, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the CONSULTANT, or CONSULTANT's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of CONSULTANT's services under this Agreement.
- d. To the fullest extent permitted by law, the County on its own behalf, and on behalf of the LID, shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers,

directors, partners, employees, subcontractors or agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the County, the IID, their manager's advisors, agents attorneys accountant, other consultants and employees with respect to this agreement.

VIII. Merger and Modification

- a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this Agreement
- b. Any material alternations, variations, modification or waivers of provision of the Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IX. Severability

- a. If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

X. Controlling Law

- a. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this Agreement shall be venue in Chisago County, Minnesota.

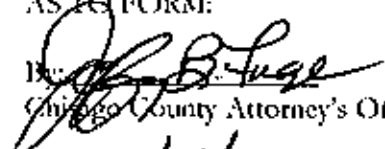
XI. Assignment, Successors and Assigns

- a. The Consultant shall not assign, subcontract, or transfer any interest in this Agreement or any of the services or duties it is obligated to perform hereunder, without the prior consent of the IID and such consent shall not be unreasonably withheld.
- b. The CONSULTANT binds themselves, their partners, successors, assigns and legal representatives to the covenants of this agreement or claims arising therefrom.

Signatures to Agreement found on Next Page

IN WITNESS HEREOF, the parties have executed this Agreement on the dates indicated below and shall be binding upon the parties for the times set forth above.

AS TO FORM:

By: 
Chicago County Attorney's Office

Date: 12/14/2022

COUNTY:

By: _____

Chair of Chisago County Board

Date: _____

Attest: _____

Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

CONSULTANT

By: _____

Title: _____

Date: _____

This instrument was acknowledged before me on _____, by _____ the _____ (title) of _____ (company name), who, being duly sworn, represent and warrants that he/she is authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

EXHIBIT A

General Engineering Scope of Work

- a. Upon request of the IID, CONSULTANT shall provide the following services during the term of this Agreement:
 - i. Attend monthly and annual IID meetings, as requested (IID shall provide 10 days notice of request for attendance);
 - ii. Provide progress reports at meetings; if a meeting is not attended by CONSULTANT, a written progress report will be provided in advance of the meeting;
 - iii. Attend special meetings or committee meetings, as requested by IID;
 - iv. Investigate "specific problems" or "technical issues" and provide recommendations for appropriate action in response to the identified circumstances;
 - v. Perform site visits within the IID in order to recommend engineering solutions and recommend appropriate action;
 - vi. Perform periodic maintenance inspections of the lake system channels and overflow weirs; Coordinate and initiate debris clearing activities by independent contractors;
 - vii. Coordinate with independent contractors and governmental agencies to assist in identifying the permits that are required for maintenance or County authorized construction activities;
 - viii. Submit all necessary permitting paperwork;
 - ix. Review plans and specification submitted by developers, cities, the County or other persons or entities;
 1. The CONSULTANT will provide comments on said plans and specifications to the IID and the governmental unit that has permitting authority over the project.
 2. The review and subsequent comments will be provided in advance of scheduled meetings wherein said plans and specifications will be discussed and/or approved by the IID and governmental unit(s).
 - x. Provide recommendations for proposed projects or studies;
 - xi. Attend city council meetings, city planning commissions meetings, or county commissioner meetings to advocate for the interests of the IID, provide technical services updates, or request support for activities projects or studies;

memo



Project	2023 Carp Management	Date	November 16, 2022
To	Ben Elfelt	Contact Info	CLLID Administrator
From	Greg Graske	Contact Info	EOR
Regarding	2023 Carp Management Work Plan		

Project Background

EOR was requested to provide support for the Carp Management Program. Based on tasks completed in previous years, EOR recommends the following activities for 2023.

Proposed Activities

1: Attend 2021 AIS/Carp Committee Meetings

As needed, EOR will attend AIS/carp subcommittee meetings and provide guidance for 2023 activities and coordination with project partners.

- EOR Fee-15 hours assumed with mileage= \$2,700

Summary

The total cost is \$2,700 to provide support for the District's Carp Management Program.

memo



Project Name | 2023 LID Point-Intercept Surveys
To / Contact info | Ben Elfelt
Cc / Contact info |
From / Contact info | Greg Graske, PE
Regarding | Potential Point-Intercept Surveys for 2023

Date | 11-16-2022

EOR was requested to provide an aquatic macrophyte point-intercept survey for one lake in the LID for consideration by the AIS planning committee and the County. The committee has not yet selected the lake(s) to be surveyed. For this estimate it was assumed that one large lake in the LID would be surveyed. Costs for performing the survey are described below.

Proposed Tasks & Assumptions

Large Lake Plant Point-Intercept Survey

To estimate effort needed, EOR would create a 100 x 100 meter point-intercept sampling grid that would be overlaid onto a polygon depicting the total surface area of the lake. It is assumed that there will be up to approximately 300 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take up to 30 hours over three days. An additional 10 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

- EOR Fee- up to 40 hours including report summary and mileage = up to \$6,000* (actual cost would be calculated based on lake size and would be more for a lake with additional sampling points)

*note - depending on which large lake is selected for the survey and the amount of field time required for that lake, there may be sufficient remaining budget to include one additional small lake within the \$6,000 budget.

Exhibit D
EOR 2023 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Professional 1	\$117.00
Professional 2	\$147.00
Professional 3	\$173.00
Professional 4	\$198.00
Technician 1	\$84.00
Technician 2	\$102.00
Technician 3	\$124.00
Support Staff	\$81.00

	<u>Meeting Rate</u>
Fixed Fee for Board Meeting Attendance	\$250.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained thorough two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Fixed fee for Board meetings is inclusive of travel time, meeting attendance and mileage costs.*
- *Subcontracted services will be billed at cost plus 5% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*
- *Rates will be reviewed and updated on an annual basis.*

EXHIBIT A

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 - iv. Investigate "specific problems" or "technical issues" and provide recommendations for appropriate action in response to the identified circumstances;
 - v. Perform site visits within the IID in order to recommend engineering solutions and recommend appropriate action;
 - vi. Perform periodic maintenance inspections of the lake system channels and overflow weirs; Coordinate and initiate debris clearing activities by independent contractors;
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 - x. Provide recommendations for proposed projects or studies;
 - xi. Attend city council meetings, city planning commissions meetings, or county commissioner meetings to advocate for the interests of the IID, provide technical services updates, or request support for activities projects or studies;

Project | 2023 Carp Management**Date** | November 16, 2022**To** | Ben Elfelt**Contact Info** | CLLID Administrator**From** | Greg Graske**Contact Info** | EOR**Regarding** | 2023 Carp Management Work Plan**Project Background**

EOR was requested to provide support for the Carp Management Program. Based on tasks completed in previous years, EOR recommends the following activities for 2023.

Proposed Activities1: Attend 2021 AIS/Carp Committee Meetings

As needed, EOR will attend AIS/carp subcommittee meetings and provide guidance for 2023 activities and coordination with project partners.

- EOR Fee-15 hours assumed with mileage= \$2,700

Summary

The total cost is \$2,700 to provide support for the District's Carp Management Program.

memo



Project Name | 2023 LID Point-Intercept Surveys

Date | 11-16-2022

To / Contact info | Ben Elfelt

Cc / Contact info |

From / Contact info | Greg Grasse, PE

Regarding | Potential Point-Intercept Surveys for 2023

EOR was requested to provide an aquatic macrophyte point-intercept survey for one lake in the LID for consideration by the AIS planning committee and the County. The committee has not yet selected the lake(s) to be surveyed. For this estimate it was assumed that one large lake in the LID would be surveyed. Costs for performing the survey are described below.

Proposed Tasks & Assumptions

Large Lake Plant Point-Intercept Survey

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Additional Notes:

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- *Rates will be reviewed and updated on an annual basis.*

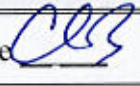
Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 12
Title of Item for Consideration: 2023-24 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District (SWCD) since 2011.	
Background: At the request of the Chisago Lakes Lake Improvement District (LID), County Board consideration of the proposed 2023-24 Professional Technical Services Contract in the amount of \$79,000 is respectfully requested. If approved, five work tasks will be performed for the LID by the Chisago SWCD: - Complete an assessment of water quality monitoring completed by LID or SWCD staff or local volunteers during the summer of 2023. - Coordinate implementation of Best Management Practices projects identified in stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes Watershed. - Provide general maintenance of stormwater Best Management Practices that have been installed throughout the Chisago Lakes Chain of Lakes Watershed. - Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the LID. - Implement a landowner cost share program for installation of urban, rural and shoreland best management practices within the LID Attachment(s): 2023-24 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2023-24 Professional Technical Services Contract. The suggested motion to approve this action is as follows: <i>"Move to Approve the 2023-24 Professional Technical Services Contract with the Chisago Soil and Water Conservation District."</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.	
Budget/Financial Implications: The work tasks in the 2023-24 Contract are included in the proposed 2023 LID budget and were approved by the LID Board at their November 7 meeting. The	

total 2023-24 contract amount is \$79,000.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT
By and Between Chisago County and
Chisago Soil and Water Conservation District**

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") on behalf of the Chisago Lakes Lake Improvement District (hereinafter, "the CLLID") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, SWCD has the interest and possesses the professional and technical expertise to assist the CLLID in meeting the goals of the approved CLLID Water Resources Management Plan; and

WHEREAS, the SWCD represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

1. SCOPE OF WORK: Work to be performed by the SWCD staff includes, but is not limited to:

- Exhibit A: Goal 1, Obj. 2: Lake Water Quality Monitoring Report: \$6,000
- Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: \$45,000
- Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: \$8,000
- Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: \$10,000
- Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: \$10,000

2. FEES AND COMPENSATION: An invoice that details the work performed by the SWCD staff shall be submitted to the CLLID on a monthly basis. Invoices will indicate hours and mileage by personnel and project work task. The SWCD will bill at a rate not to exceed:

Technical/Specialist Staff: \$70/hour

Engineering Specialist: \$95/hour

All mileage will be reimbursed at the current IRS approved mileage rate. Payment shall be made promptly by the County after presentation of validated invoice and acceptance of the service by the County's authorized representative.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2023 and will continue until December 31, 2024.

4. 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: Benjamin Effelt or successor
Address: 313 North Main Street, Rm. 240, Center City, MN 55012
Telephone: 651-213-8383
E-Mail: Benjamin.Elfelt@chisagocountymn.gov

- B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell or successor
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. 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 SWCD. In the event of such a cancellation, the SWCD shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the SWCD 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 SWCD 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.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

- A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.
- B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
- ✓ General Liability; ☐ Professional Liability; ✓ Automobile Liability

- At coverages of \$500,000/claim; \$1,500,000/occurrence
✓ Workers' Compensation, as required by Minnesota law; ☐ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD'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.

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

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials conceived or created by the SWCD, 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 SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD 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 SWCD, 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 SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SWCD's obligations under this contract without the prior written consent of County's authorized representative.

- B. The SWCD 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 SWCD shall indemnify and defend, to the extent permitted by the Attorney General, County at the SWCD'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 SWCD 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 SWCD'S or County's opinion is likely to arise, the SWCD 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.

11. 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD 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, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Contract on the Date(s) indicated below and shall take effect upon January 1, 2023, irrespective of the dates of signatures below.

CHISAGO COUNTY:

By: _____
Chair of the Board, Chisago County Board of
Commissioners

Date: _____

Witnessed: _____
Clerk to the Board

Date: _____

CHISAGO SWCD:

By: _____
Chair of the Board, Chisago Soil and Water
Conservation District

Date: _____

Witnessed: _____
District Administrator

Date: _____

CHISAGO LAKES LAKE IMPROVEMENT DISTRICT:

By: _____
Chair of the Board, Chisago Lakes Lake Improvement
District

Date: _____

Witnessed: _____
District Administrator

Date: _____

Reviewed/Approved by County Attorney:

By: _____
Chisago County Attorney

Date: _____

Exhibit A: Goal 1, Obj. 2: Water Quality Monitoring Report: \$5,000 from FY 2023 Budget

1. Task

Complete an assessment of the water quality monitoring completed by local volunteers, SWCD staff, and/or CLLID staff during the summer of 2023.

2. Outcome

Results from lakes monitoring in 2023 will be assessed and compiled into a report showing all data relative to State approved water quality standards and expected levels. This report will include data collected by local volunteers, SWCD staff, and/or CLLID staff. Data will be relayed in an easy-to-understand context to share this data with other landowners and lake users within the Chisago Lakes Chain of Lakes Watershed. Data will be entered into MPCA database. Monitoring reports will be available on the Chisago SWCD website and by request to the Chisago SWCD.

Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: \$45,000 from FY 2023 Budget

1. Task

The SWCD will continue to coordinate the delivery of the CLLID Best Management Practice (BMP) cost-share program in conjunction with the SWCDs State and Federal grants to implement BMPs identified in the stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD.

2. Outreach

Targeted and broad-based outreach techniques will be used to generate interest in the cost-share program. Outreach will be coordinated with the CLLID and other SWCD activities.

3. Project Database

Project information will be tracked in a database and locations will be mapped in Geographic Information Systems (GIS).

4. Site Reviews and Project Evaluation

The SWCD, utilizing the completed stormwater retrofit assessments, will prioritize catchments to work in and contact landowners to begin the process of identifying potential BMP implementation. Other activities will include determining site specific BMP Program eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

5. BMP Design and Contractor Assistance

The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

6. Construction Monitoring (Site Inspections)

The SWCD will monitor construction activities to verify proper implementation of BMPs.

7. Long Term Monitoring

The SWCD will provide long term monitoring of installed BMPs.

8. Cost Share Contracts and Payment

The SWCD Board will approve all cost share contracts per the requirements of CLLID resolutions 11/0404-1 and 11/0801-3. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

9. Communication with CLLID Board

The SWCD will regularly communicate with CLLID Board on project selection and status.

10. Miscellaneous Services

Other services will be provided as requested by the CLLID to implement and carry out the CLLID cost share program.

Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: \$8,000 from FY2023 Budget

1. Task

SWCD Staff will provide the CLID with general maintenance of stormwater Best Management Practices (BMPs) that have been installed throughout the Chisago Lakes Chain of Lakes. Priority given to projects installed on County owned property. General maintenance of water quality BMPs includes: weeding, replacing plants, replacing mulch, removing trash, trimming plants, removing leaves, removing built up sediment, and minor construction work to fix onsite problems with the water quality BMP.

Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: \$10,000 from FY2023 Budget

1. Task

Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the CLLID.

2. Outcomes:

- Assist individual landowners with their natural resource questions and concerns.
- Make onsite natural resource investigations as requested by individual residents.
- Assist landowners by evaluating runoff, erosion, and other watershed features as requested.
- Assist landowners with developing restoration plans.
- Provide planning, design, and engineering best management practice assistance for erosion, sediment control projects, and other water quality needs.
- Layout and supervise construction of erosion control projects using cost share and grant dollars when available, and certify implementation.
- Provide long term monitoring of installed BMPs.

Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: \$10,000 from FY 2023 Budget

1. Task

The SWCD will coordinate the delivery of the CLUD Landowner Cost Share Program in conjunction with other SWCD grant programs. 100% of these funds will be utilized as landowner cost share to implement BMPs throughout the watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD. Projects eligible for the CLUD Landowner Cost Share Program include rain gardens, shoreline restorations, and other best management practices in high priority areas that are not included in Exhibit C: Goal 3, Obj. 2: Matching Funds of this contract.

2. Outreach

The Chisago SWCD and the CLUD will advertise that financial cost-share assistance is available as staff time is available.

3. Site Reviews and Project Evaluation

The SWCD will conduct site visits with interested landowners. Activities will include determining site specific BMPs eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

4. BMP Design and Contractor Assistance

The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

5. Construction Monitoring (Site inspections)

The SWCD will monitor construction activities to verify proper implementation of BMPs.

6. Long Term Monitoring

The SWCD will provide long term monitoring of installed BMPs with permission from the landowner.

7. Cost Share Contracts and Payment

The SWCD Board will approve all cost share contracts per the criteria established by the CLUD Board. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLUD for their portion of the cost share project.

8. Communication with CLUD Board

The SWCD will regularly communicate with CLUD Board on project selection and status.

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 13
Title of Item for Consideration: A2A Investments LLC "Ryan Farms Plat 1" Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of Ryan Farms Plat 1 was recommended for approval by the Planning Commission on November 3, 2022 per Resolution No. PC2022-1102 and approved by the Board of Commissioners on November 16, 2022 per Resolution No. 22/1116-3	
Background: A2A Investments LLC, represented by Jack Kopp is requesting Final 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). The Final Plat submitted on December 9, 2022, conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat of Ryan Farms Plat 1 is presented for Board consideration. Attachments: - Draft Resolution of Approval - Ryan Farms Plat 1 (original full copy provided at the meeting)	
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 Final Plat: <i>"Move to Approve Resolution No. 22/1221-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Ryan Farms Plat 1 located at 41847 Keystone Avenue / CR 67 in Sunrise Township, (PID #09.00060.00)"</i>	
Implications of Action – Recommended Board action grants approval of the Ryan Farms Plat 1 Final Plat as presented. Upon signature and recording the new land lot(s) and configurations will take effect. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1221-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE FINAL PLAT OF RYAN FARMS PLAT 1

WHEREAS, A2A Investments LLC, property owner, and John (Jack) Kopp, applicant, submitted a request for the Final Plat of Ryan Farms Plat 1 on December 9, 2022; and

WHEREAS, the property owner 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 09.00060.10

The North Half of the Northwest Quarter of Section 8, Township 35, Range 20, Chisago County, Minnesota, EXCEPTING THEREFROM the following describe 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 725.25 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.

WHEREAS, the Preliminary Plat of Ryan Farms Plat 1 was recommended for approval by the Planning Commission on November 3, 2022 per Resolution No. PC2022-1102 and approved by the Board of Commissioners on November 16, 2022 per Resolution No. 22/1116-3; and

WHEREAS, the Final Plat submitted on December 9, 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 Ryan Farms Plat 1, subject to the following conditions:

1. The Final Plat of Ryan Farms Plat 1 is approved as submitted on December 9, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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: December 21, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 14
Title of Item for Consideration: Byron Dahlheimer "North Dairy" Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of North Dairy was recommended for approval by the Planning Commission on September 1, 2022 per Resolution No. PC2022-0902 and approved by the Board of Commissioners on September 21, 2022 per Resolution No. 22/0921-2.	
Background: Byron Dahlheimer is requesting Final Plat approval of North Dairy. The subject 34.7-acre property is located at 31XXX Park Trail, Chisago Lake Township, (PID #02.00742.00) generally at the NE corner of Oasis Rd. and Park Trail. The request is proposing division of a single 5-acre parcel from the original 34.7-acre tract. The Final Plat submitted on December 9, 2022, conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat of North Dairy plat is presented for Board consideration. Attachments: - Draft Resolution of Approval - North Dairy Plat 1 (original full copy provided at the meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the North Dairy Final Plat: <i>"Move to Approve Resolution No. 22/1221-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of North Dairy located at 31XXX Park Trail, Chisago Lake Township, (PID #02.00742.00) near the NE corner of Oasis Rd. and Park Trail"</i>	
Implications of Action – Recommended Board action grants approval of the North Dairy Final Plat as presented. Upon signature and recording the new land lot(s) and configurations will take effect. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1221-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE FINAL PLAT OF NORTH DAIRY

WHEREAS, Byron Dahlheimer and Judy Dahlheimer, property owners, and Byron Dahlheimer, applicant, submitted a request for the Final Plat of North Dairy on December 5, 2022; and

WHEREAS, the property owners desire to create one 5-acre parcel from the 34.7±-acre subject site; and

WHEREAS, the subject site is generally located at the northeast corner of Oasis Road / CSAH 9 and Park Trail / CSAH 12 in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 02.00742.00

The Southwest Quarter of the Northwest Quarter (SW¼ of NW¼) of Section Twenty-six (26), Township Thirty-four (34) North, Range Twenty (20) West, Chisago County, Minnesota, LESS THE FOLLOWING DESCRIBED PARCEL: That part of the Southwest Quarter of the Northwest Quarter (SW¼ of NW¼) of Section 26, Township 34 North, Range 20 West, Chisago County, Minnesota, described as follows:

Commencing at the West quarter corner of said Section 26, thence northerly along the west line of Section 26, a distance of 431 feet; thence easterly, deflecting to the right 89°31', a distance of 444.02 feet to the east line of the West 444 feet of the SW¼ of the NW¼ of said Section 26 for the point of beginning; thence continuing easterly, a distance of 506.02 feet to the east line of the West 950 feet of the SW¼ of NW¼ of said Section 26; thence southerly, along said east line, a distance of 431 feet, more or less, to the east-west quarter line of said Section 26; thence westerly, along said quarter line, a distance of 506.02 feet to the east line of the West 444 feet of the SW¼ of the NW¼ of said Section 26; thence northerly, along said east line a distance of 431 feet, more or less, to the point of beginning.

WHEREAS, the Preliminary Plat of North Dairy was recommended for approval by the Planning Commission on September 1, 2022 per Resolution No. PC2022-0902 and approved by the Board of Commissioners on September 21, 2022 per Resolution No. 22/0921-2; and

WHEREAS, the Final Plat submitted on December 5, 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 North Dairy, subject to the following conditions:

1. The Final Plat is approved as submitted on December 5, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The existing driveway access located adjacent to the eastern property boundary shall be used / shared with Lot 1, Block 1, North Dairy. No new access(es) will be permitted.
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.

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: December 21, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 15
Title of Item for Consideration: Robert Briscoe/Mary Everett and Matthew Krousey Conditional Use Permit – Rural Retail Tourism Pottery Studio & Events	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: These applicants recently applied for and were granted a Rezoning of the subject property from RRI District to AG District by the Board of Commissioners on October 19, 2022. Because the subject property is now zoned AG District, the site is eligible for a CUP for Rural Retail Tourism.	
Background: Property owners Robert Briscoe & Mary Everett and applicant Matthew Krousey are requesting a Conditional Use Permit (CUP) for Rural Retail Tourism to operate a pottery showroom and host related events on this 26± acre property. The subject site is located at 2785 Stark Road / CSAH 10 in Fish Lake Township (PID #03.00379.10). At their meeting of December 1, 2022, the Planning Commission conducted the requisite public hearing and recommended approval (5-0) of the Conditional Use Permit with conditions, per Resolution No. PC2022-1203. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 60-day agency action deadline is December 26, 2022. Among the options for the County Board at tonight's meeting are the following: • Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff; • Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval); • The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)). Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application." • The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended). Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next	

scheduled meeting.

Attachments:

- Planning Commission Recommended Findings and Conditions
- 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 applicant Matthew Krousey's request for a Rural Retail Tourism Conditional Use Permit to operate a pottery showroom and host related events at 2785 Stark Road, Fish Lake Township. The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/1221_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Matthew Krousey's request for a Rural Retail Tourism Conditional Use Permit to operate a pottery showroom and host related events at 2785 Stark Road / CSAH 10 in Fish Lake Township (PID #03.00379.10)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve _____

Deny _____

Other 

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1221-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL
TOURISM ON PROPERTY IDENTIFIED AS PID 03.00379.10 IN FISH LAKE TOWNSHIP**

WHEREAS, Robert Briscoe & Mary Everett, property owners, and Matthew Krousey, applicant, submitted an application dated received October 26, 2022 and considered complete on October 27, 2022 for a Conditional Use Permit (CUP) allowing Rural Retail Tourism (pottery studio and related annual events) on property located at 2785 Stark Road / CSAH 10 in Fish Lake Township; and

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

WHEREAS, the subject site is 26.15± acres in size and legally described as:

PID 03.00379.10

That part of the Southeast Quarter of the Northwest Quarter, Section 28, Township 38, Range 22, Chisago County, Minnesota described as follows:

Beginning at the southeast corner of the said Southeast Quarter of the Northwest Quarter; thence westerly, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 855 feet; thence northerly, parallel with the east line of said Southeast Quarter of the Northwest Quarter, a distance of 412 feet; thence easterly, parallel with said south line, a distance of 412 feet; thence northerly, parallel with said east line, a distance of 611 feet, more or less, to the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10); thence northeasterly, along said centerline, a distance of 255 feet, more or less, to said east line; thence southerly, along said east line, a distance of 1138 feet, more or less, to said point of beginning.

AND

All that part of the Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4) of Section Twenty-six (26), Township Thirty-six (36), Range Twenty-two (22), lying South of the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10), except that part of said tract heretofore conveyed and described as follows: Commencing at a point on the 1/16 Section line 172 feet North of the Southwest corner of said SE1/4 of NW1/4; thence running East at right angles with said 1/16 section line a distance of 100 feet; thence running North parallel with said 1/16 Section line to the South boundary line of the so-called Harris and Fish Lake road; thence westerly on the South boundary of said road to the point where said line intersects with the aforesaid 1/16 Section line; thence running South on said 1/16 Section line to the place of beginning, except

Beginning at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence westerly, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 855 feet; thence northerly, parallel with the east line of said Southeast Quarter of the Northwest Quarter, a distance of 412 feet; thence easterly, parallel with said south line, a distance of 412 feet; thence northerly, parallel with said east line, a distance of 611 feet, more or less, to the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10); thence northeasterly, along said centerline, a distance of 255 feet, more or less, to said east line; thence southerly, along said east line, a distance of 1138 feet, more or less, to said point of beginning.

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-1203; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its December 21, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 (Conditional Use Permits), C.:

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The proposed CUP is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land use:</i> <ul style="list-style-type: none">• <i>To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)</i>• <i>To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)</i>• <i>To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)</i>• <i>To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)</i>• <i>To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>The proposed use will provide off-street parking and access to the subject site will be provided from a well-established and well-maintained County State Aid Highway (CSAH 10). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |
| Finding #3 | <i>Given the existing forestation surrounding the proposed use and distance from surrounding development, the County finds that the subject site is sufficiently separated by screening and distance from adjacent development, so as to not cause undue negative impact, nor deter future development.</i> |
| Factor #4 | The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties; |
| Finding #4 | <i>The proposed Rural Retail Tourism use will be conducted within structures common in the Agricultural (AG) District and tents specifically set up for the two proposed annual</i> |

events. The County finds that these structures and tents have no adverse effect on adjacent properties. Further, the proposed use – with the exception of event parking – will be entirely screened by existing forestation.

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

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *Being that the proposed use is truly an existing use (after-the-fact CUP request), the County has had opportunity to visualize traffic impacts related to the use. The County finds that there is an increase in traffic during the two annual events; however, the speed limit on this stretch of Stark Road / CSAH 10 is 45 mph causing traffic to move slower and more cautiously. The County further finds that the subject site accommodates all parking on-site, thereby reducing or eliminating possible congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this request.*

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

Finding #8 *The proposed use – with the exception of event parking – is entirely surrounded by existing vegetation so as to reduce or eliminate any adverse impacts related to noise, glare or general unsightliness to nearby properties. Further, the proposed use is nearly 900' from the closest neighboring dwelling.*

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

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a pottery showroom and hosting of related events in accordance with the application materials dated received October 26, 2022 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation, as determined by Chisago County Department

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

2. This Conditional Use Permit shall allow use of the property for Rural Retail Tourism purposes subject to the following hours of operation:
 - St. Croix Valley Pottery Tour (maximum of one weekend per year)
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
 - Fall Sale (maximum of one weekend per year)
 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Studio and showroom open to the public year-round by appointment only.
3. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries. Further, there shall be no outdoor amplified music at any time.
4. The permit holder shall accommodate all parking on-site and shall provide a minimum of 165 parking stalls as described in the application materials. No resident, volunteer or customer parking shall be allowed on Stark Road / CSAH 10. Further, the permit holder shall provide on-site walking paths from all parking areas to the Rural Retail Tourism activity, so as to deter customers from walking on Stark Road / CSAH 10.
5. The permit holder shall provide at least four volunteers dedicated to assisting with parking and traffic flow during each of the two annual events.
6. The permit holder shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
7. All food preparation and/or sales shall comply with applicable Minnesota Department of Health regulations.
8. All liquor service shall comply with applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14 Signs.
10. Per Chisago County Zoning Ordinance Section 4.15 Rural Retail Tourism Businesses, F. Code Compliance, any existing structure or septic system which is subjected to a change in occupancy or GPD loading as a result of the approved Rural Retail Tourism use shall be retrofitted or upgraded to conform to current code requirements. All existing structures proposed for use in association with the approved Rural Retail Tourism use shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any commercial use of the structure.
11. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes. Further, the permit holder shall provide adequate sanitary facilities.
12. Prior to the May 2023 annual event, the permit holder shall coordinate with the Chisago County Highway Department as follows:
 - The permit holder shall provide the Chisago County Highway Department with detailed information about the parking areas, specifically location / setback from Stark Road / CSAH

10. The applicant shall provide as much detail as is deemed satisfactory by the County Engineer.
- The permit holder shall work with the Chisago County Highway Department on the Stark Road / CSAH 10 access, with the understanding that the existing access may need upgrading. Any necessary upgrades shall be completed in accordance with specifications and timeline established by the Highway Department.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: December 21, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Conditional Use Permit for Rural Retail Tourism

Robert Briscoe & Mary Everett and Matthew Krousey
2785 Stark Road
Fish Lake Township
PID 03.00379.10

1

Site Analysis

- Subject site located at 2785 Stark Road / CSAH 10 in Fish Lake Township
- 26.15-acre property
- Zoned Agricultural (AG) District
- Site adjacent to Rural Village Center (RVC) District and Rural Residential I (RRI) District
- Property developed with dwelling, 24' x 37' detached garage, 10' x 20' shed, and solar array

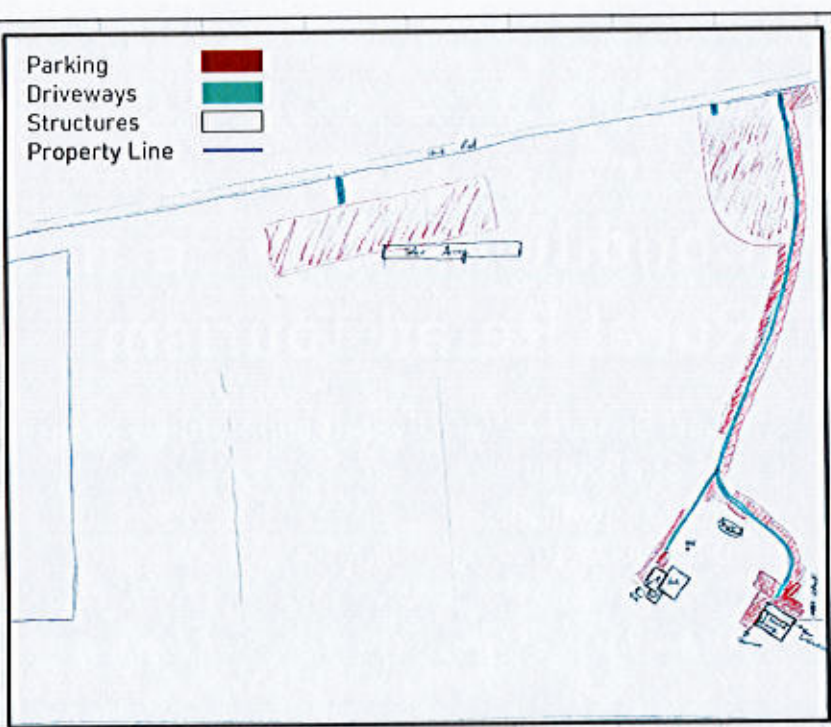
2

Proposal Analysis

"After-the-Fact" CUP for Rural Retail Tourism in order to operate a pottery showroom and host related events:

- St. Croix Valley Pottery Tour
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am - 6:00 pm; and, Sunday 10:00 am - 5:00 pm
 - Twelve volunteers assisting with traffic and other general operations
 - Several guest potters participate in addition to Krousey
 - Tents and three portable toilets rented for event, including one ADA accessible toilet
- Fall Sale
 - Set-up is similar to the annual St. Croix Valley Pottery Tour but on a smaller scale
 - Friday through Sunday in early October
 - Friday 12:00 pm - 6:00 pm; Saturday 10:00 am - 5:00 pm; and, Sunday 10:00 am - 4:00 pm
 - Six volunteers assisting with traffic and other general operations
 - Three to four guest potters participate in addition to Krousey
 - Tents and portable toilets rented for event, including one ADA accessible toilet
- Showroom and studio open to the public year-round by appointment only

Parking
Driveways
Structures
Property Line



3

Proposal Analysis, cont.

Parking & Traffic

- 20' wide strips mowed on either side of driveway, accommodating 60 vehicles and a large mowed area accommodating 65 vehicles
- Field in the vicinity of the solar array accommodating 40 vehicles
- Total of 165 parking spaces
- During St. Croix Valley Pottery Tour (larger of two events), applicant enlists four volunteers to manage parking

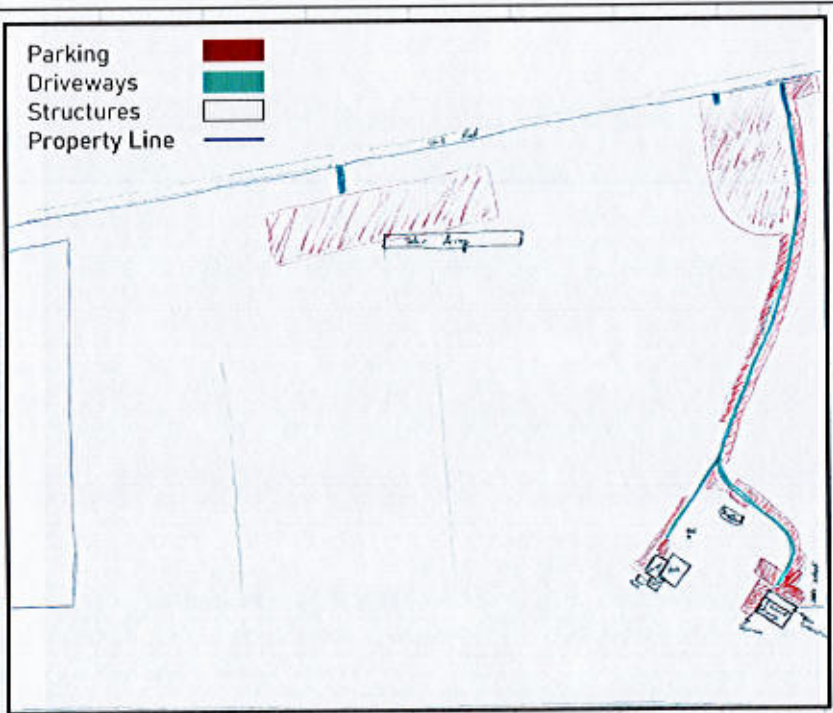
Setbacks

- Structures approximately 800' from road; no closer than 20' from eastern property boundary; and, 86' from southern property boundary

Use of Structures

- Existing pottery studio attached to dwelling
- Proposing to use 150 sf room within detached garage for showroom
- Proposing 666 sf addition on detached garage for display and/or sales
- Tents utilized during events for display
- Porta potties available during events

Parking
Driveways
Structures
Property Line



4

Review process



Technical Review Committee

November 9, 2022

- Highway Department needs additional information on the parking area
- Applicant will need to work with Highway Department on the access

****County Engineer has reported that applicant has satisfied both issues****



Fish Lake Town Board

November 14, 2022

- Recommended approval with no conditions



Review Period

- 60-day review period expires December 26, 2022

5

Staff Recommendation (conditions 1 – 6 of 13)

Staff believes that the proposed Rural Retail Tourism use complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the CUP with conditions.

Recommended Condition(s):

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a pottery showroom and hosting of related events in accordance with the application materials dated received October 26, 2022 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This Conditional Use Permit shall allow use of the property for Rural Retail Tourism purposes subject to the following hours of operation:
 - St. Croix Valley Pottery Tour (maximum of one weekend per year)
 - o Friday through Sunday of Mother's Day Weekend
 - o Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
 - Fall Sale (maximum of one weekend per year)
 - o Friday through Sunday in early October
 - o Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Studio and showroom open to the public year-round by appointment only.
3. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries. Further, there shall be no outdoor amplified music at any time.
4. The permit holder shall accommodate all parking on-site and shall provide a minimum of 165 parking stalls as described in the application materials. No resident, volunteer or customer parking shall be allowed on Stark Road / CSAH 10. Further, the permit holder shall provide on-site walking paths from all parking areas to the Rural Retail Tourism activity, so as to deter customers from walking on Stark Road / CSAH 10.
5. The permit holder shall provide at least four volunteers dedicated to assisting with parking and traffic flow during each of the two annual events.
6. The permit holder shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.

6

Staff Recommendation, cont. (conditions 7-14 of 14)

Staff believes that the proposed Rural Retail Tourism use complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval of the CUP with conditions.**

Recommended Condition(s):

7. All food preparation and/or sales shall comply with applicable Minnesota Department of Health regulations.
8. All liquor service shall comply with applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14 Signs.
10. Per Chisago County Zoning Ordinance Section 4.15 Rural Retail Tourism Businesses, F. Code Compliance, any existing structure or septic system which is subjected to a change in occupancy or GPD loading as a result of the approved Rural Retail Tourism use shall be retrofitted or upgraded to conform to current code requirements. All existing structures proposed for use in association with the approved Rural Retail Tourism use shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any commercial use of the structure.
11. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
12. Prior to the May 2023 annual event, the permit holder shall coordinate with the Chisago County Highway Department as follows:
 - The permit holder shall provide the Chisago County Highway Department with detailed information about the parking areas, specifically location / setback from Stark Road / CSAH 10. The applicant shall provide as much detail as is deemed satisfactory by the County Engineer.
 - The permit holder shall work with the Chisago County Highway Department on the Stark Road / CSAH 10 access, with the understanding that the existing access may need upgrading. Any necessary upgrades shall be completed in accordance with specifications and timeline established by the Highway Department.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

7

Options & Action Requested

Options

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on December 26, 2022.

Action Requested

- Motion to adopt Resolution No. PC2022-1203, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property identified as PID 03.00379.10 in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

8



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Conditional Use Permit for Rural Retail Tourism
 2785 Stark Road / CSAH 10, Fish Lake Township
 DATE: December 1, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing Rural Retail Tourism in the Agricultural (AG) District. The applicant is requesting the CUP in order to operate a pottery showroom and host related events on 26± acres in the Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Applicant(s):	Matthew Krousey
Property Owner(s):	Robert Briscoe & Mary Everett
Location:	2785 Stark Road / CSAH 10 Fish Lake Township Section 26, Township 36, Range 22
PID:	03.00379.10
Property Area:	26.15 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Rural Residential I (RRI) District
South:	Agricultural (AG) District
East:	Rural Residential I (RRI) District
West:	Rural Village Center (RVC) District / Rural Residential I (RRI) District
Date Application Received:	October 26, 2022
Date Application Complete:	October 27, 2022
60-Day Review Period:	December 26, 2022



BACKGROUND

Property owners Robert Briscoe & Mary Everett and applicant Matthew Krousey are requesting a Conditional Use Permit (CUP) for Rural Retail Tourism in order to operate a pottery showroom and host related events on 26± acres in the Agricultural (AG) District. The subject site is located at 2785 Stark Road / CSAH 10 in Fish Lake Township.

The request for CUP was initiated by Krousey who is purchasing the subject site on Contract for Deed from Briscoe & Everett. Krousey resides and operates a pottery studio at the Stark Road / CSAH 10 property and currently participates in the annual St. Croix Valley Pottery Tour. Briscoe & Everett had submitted a building permit application earlier this year with the intent of expanding the pottery showroom, only to learn from the Department of Environmental Services that the zoning district the

property was located in at the time (RRI District) did not allow for this particular business activity (Rural Retail Tourism). The building permit was denied, and the applicants were informed of possible remedies, one of which was a Rezoning. The applicants subsequently applied for and were granted a Rezoning from RRI District to AG District by the Board of Commissioners on October 19, 2022. Being that the subject site is now zoned AG District, the site is eligible for a CUP for Rural Retail Tourism.

SITE & PROPOSAL ANALYSIS

The subject site is located approximately 535' east of Cedarcrest Trail / CSAH 8 and approximately ¼ mile west of Crown Drive on the southerly side of Stark Road. The site has been developed with a dwelling, a 24' x 37' detached garage, a 10' x 20' shed, and an accessory 17.6 Kw solar array. As previously mentioned, Krousey operates a pottery studio from the Stark Road / CSAH 10 property, as did Briscoe before him, and the request is coming as an "after-the-fact" CUP.

The topography of the site includes areas of heavy forestation, two sizeable wetland areas, and elevations ranging from approximately 935' near the roadway to 970' in the southeast corner. The subject site is located at a point where three zoning districts meet, including the Rural Village Center (RVC) District, Rural Residential I (RRI) District and Agricultural (AG) District. Surrounding properties vary widely in size but are predominantly developed for residential purposes and/or used for agricultural purposes. The nearby Village of Stark includes some non-residential uses, such as two bars / restaurants.

The written narrative explains that the existing pottery studio is attached to the dwelling, and the applicant is intending to utilize a 150 sf room within the detached garage as a showroom to display work which is for sale. Also related to this request, the applicant wishes to construct an addition onto the detached garage which would be used primarily for storage but also as space for sales (i.e., display and / or sales counter). The addition is described as an 18' x 37' (666 sf) enclosure located on the north side of the detached garage and situated 20' from the east property boundary (side yard).

The existing structures and proposed use are situated in the southeast corner of the subject site, with the structures situated approximately 800' or more from the road, and the detached garage and proposed addition being 20' from the eastern property boundary and approximately 86' from the southern property boundary. The property immediately east is 55± acres in size and utilized for agricultural purposes. There is a significant amount of forestation and approximately 1,200' of separation between the proposed use and the existing agricultural structures on this neighboring property. The property immediately south is 30 acres in size and utilized for Church purposes (Fish Lake Lutheran Church). There is a significant amount of forestation and approximately 1,200' of separation between the proposed use and the existing church facility. The closest neighboring dwelling is located directly north of the subject site on the north side of Stark Road / CSAH 10. The neighboring dwelling is located approximately 900' from the closest structure on the subject site. It's very likely that the property immediately north, as well as all surrounding properties, notice an increase in traffic during the two annual events but there are no records of any traffic related complaints – or any other type of complaint – on file with the Department of Environmental Services.

In addition to operating a pottery studio, Krousey is seeking approval to host two annual pottery events open to the public and have the showroom and studio open to the public by appointment only. The two annual events include the St. Croix Valley Pottery Tour and a private Fall Sale. Event details are as follows:

- St. Croix Valley Pottery Tour
 - Friday through Sunday of Mother's Day Weekend

- Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
- Twelve volunteers assisting with traffic and other general operations
- Several guest potters participate in addition to Krousey
- Tents and three portable toilets rented for event, including one ADA accessible toilet
- Fall Sale
 - Set-up is similar to the annual St. Croix Valley Pottery Tour but on a smaller scale
 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Six volunteers assisting with traffic and other general operations
 - Three to four guest potters participate in addition to Krousey
 - Tents and portable toilets rented for event, including one ADA accessible toilet

In regard to parking and traffic concerns, the written narrative provides the following:

- There are 20' wide strips mowed on either side of the driveway, accommodating approximately 60 vehicles, and a large mowed area which accommodates an additional approximate 65 vehicles.
- There is a field in the vicinity of the solar array which accommodates approximately 40 vehicles. This area has not been needed to accommodate customer parking in the past; rather, it's been used by volunteers and guest potters.
- The applicant is reporting that the site accommodates a total of 165 vehicles at any given time.
- During the annual St. Croix Valley Pottery Tour, Krousey enlists four volunteers to manage parking. These volunteers utilize walkie talkies to communicate and they wear orange construction vests and orange baseball caps for safety as well as to identify them as parking staff.

The written narrative does not include any mention of music / noise, food or alcohol in relation to the proposed use; however, staff has incorporated standard recommended conditions of approval pertaining to each of these items.

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with Matthew Krousey on November 9, 2022. Krousey confirmed that the request included two annual events and activity by-appointment-only, and confirmed that a mowed path exists between the parking area near the solar array and the Rural Retail Tourism activity (meaning there are no volunteers or customers walking on Stark Road / CSAH 10). The County Engineer provided the following comments which have been incorporated into staff's recommended conditions of approval:

- The Chisago County Highway Department will need more information on the parking area, specifically location / setback from Stark Road / CSAH 10.
- The applicant will need to work with the Chisago County Highway Department on the access, and the existing access may need upgrading. The County Engineer added that Stark Road / CSAH 10 is scheduled for reconstruction within the next couple of years, so the Department will work with the applicant on interim improvements.

The committee did not identify any other concerns related to the CUP.

The Fish Lake Town Board reviewed the proposed CUP at its November 14, 2022 meeting and recommended approval of the CUP Amendment with no conditions or comments.

The application was submitted on October 26, 2022 and deemed complete on October 27, 2022. The State mandated 60-day review period expires on December 26, 2022.

WRITTEN TESTIMONY

As of the completion of this staff report, the County had not received any written testimony in response to the public hearing notice for this request.

RURAL RETAIL TOURISM STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 4.15, shall consider possible effects of the proposed Rural Retail Tourism based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant.

A. Purpose.

In accordance with the stated goals of the Chisago County Comprehensive Development Plan, it is the purpose of this subdivision to:

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

B. Standards.

Rural Retail Tourism Businesses shall meet the following standards:

1. Rural Retail Tourism businesses shall be located within the AG or RVC Zoning Districts;
2. Rural Retail Tourism businesses shall require a Conditional Use Permit in accordance with Section 8.04 of this Ordinance;
3. Rural Retail Tourism businesses shall be shown to have a unique and demonstrable relationship with Chisago County or its region, and its history, culture, traditions, arts, crafts, lore, natural resources, or other features and amenities, in accordance with the above stated purposes.

C. Allowed Uses.

Allowed Rural Retail Tourism businesses shall include things as farm or other historical heritage attractions, single family residential rental properties for retreats, crafting, weddings, receptions, bed & breakfasts; small-scale, low impact special events or music festivals, corn mazes, holiday celebrations and harvest festivals, country-craft/antique shops, unique local venues providing for the sale and serving of locally produced raw and/or value-added agricultural products, goods and services, and other reasonably related merchandise, and other uses determined by the Department to be similar in nature and scope.

D. The terms "small-scale" and "low-impact" shall be construed to refer to land uses which:

1. Do not create an excessive demand upon existing services or amenities;
2. Are screened or able to be screened adequately, or are sufficiently separated from adjacent

- development or land, to prevent undue negative impact to nearby properties;
- 3. Will not have an appearance that is inconsistent or incompatible with the surrounding area;
- 4. Will not cause traffic hazard or undue congestion;
- 5. Will not negatively impact the neighborhood by intrusion of noise, glare, odor, or other adverse effects.

Applications which are determined to be unable to meet the above criteria may be processed as a major commercial conditional use, provided the use is allowed in the relevant Zoning District.

E. All conditional uses for Rural Retail Tourism shall meet the applicable requirements of Section 8.

F. Code Compliance.

An existing structure or SSTS which is subjected to a change in occupancy or GPD loading as a result of an approved CUP for a Rural Retail Tourism business shall be retrofitted and/or upgraded to conform to current code requirements. All existing buildings proposed for use in association with the business shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any use of the structure.

FINDINGS OF FACT

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

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

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

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

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

Finding #2 *The proposed use will provide off-street parking and access to the subject site will be provided from a well-established and well-maintained County State Aid Highway (CSAH 10). Further, the proposed use will have no impact on schools or other public facilities or*

utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.

Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
Finding #3 *Given the existing forestation surrounding the proposed use and distance from surrounding development, the County finds that the subject site is sufficiently separated by screening and distance from adjacent development, so as to not cause undue negative impact, nor deter future development.*

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
Finding #4 *The proposed Rural Retail Tourism use will be conducted within structures common in the Agricultural (AG) District and tents specifically set up for the two proposed annual events. The County finds that these structures and tents have no adverse effect on adjacent properties. Further, the proposed use – with the exception of event parking – will be entirely screened by existing forestation.*

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as a Conditional Use in the AG District. In addition, Sections 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism with the following specific goals:*

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

Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
Finding #6 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 *Being that the proposed use is truly an existing use (after-the-fact CUP request), the County has had opportunity to visualize traffic impacts related to the use. The County finds that there is an increase in traffic during the two annual events; however, the speed limit on this stretch of Stark Road / CSAH 10 is 45 mph causing traffic to move*

slower and more cautiously. The County further finds that the subject site accommodates all parking on-site, thereby reducing or eliminating possible congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this request.

- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed use – with the exception of event parking – is entirely surrounded by existing vegetation so as to reduce or eliminate any adverse impacts related to noise, glare or general unsightliness to nearby properties. Further, the proposed use is nearly 900' from the closest neighboring dwelling.*

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a pottery showroom and hosting of related events in accordance with the application materials dated received October 26, 2022 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This Conditional Use Permit shall allow use of the property for Rural Retail Tourism purposes subject to the following hours of operation:
 - St. Croix Valley Pottery Tour (maximum of one weekend per year)
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
 - Fall Sale (maximum of one weekend per year)
 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Studio and showroom open to the public year-round by appointment only.
3. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries. Further, there shall be no outdoor amplified music at any time.
4. The permit holder shall accommodate all parking on-site and shall provide a minimum of 165 parking stalls as described in the application materials. No resident, volunteer or customer parking shall be allowed on Stark Road / CSAH 10. Further, the permit holder shall provide on-site walking paths from all parking areas to the Rural Retail Tourism activity, so as to deter customers from walking on Stark Road / CSAH 10.

5. The permit holder shall provide at least four volunteers dedicated to assisting with parking and traffic flow during each of the two annual events.
6. The permit holder shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
7. All food preparation and/or sales shall comply with applicable Minnesota Department of Health regulations.
8. All liquor service shall comply with applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14 Signs.
10. Per Chisago County Zoning Ordinance Section 4.15 Rural Retail Tourism Businesses, F. Code Compliance, any existing structure or septic system which is subjected to a change in occupancy or GPD loading as a result of the approved Rural Retail Tourism use shall be retrofitted or upgraded to conform to current code requirements. All existing structures proposed for use in association with the approved Rural Retail Tourism use shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any commercial use of the structure.
11. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
12. Prior to the May 2023 annual event, the permit holder shall coordinate with the Chisago County Highway Department as follows:
 - The permit holder shall provide the Chisago County Highway Department with detailed information about the parking areas, specifically location / setback from Stark Road / CSAH 10. The applicant shall provide as much detail as is deemed satisfactory by the County Engineer.
 - The permit holder shall work with the Chisago County Highway Department on the Stark Road / CSAH 10 access, with the understanding that the existing access may need upgrading. Any necessary upgrades shall be completed in accordance with specifications and timeline established by the Highway Department.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

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

2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board deny the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. Recommend that the County Board extend the review period an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on December 26, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1203, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property identified as PID 03.00379.10 in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Written narrative
 - c. Site plan
2. Aerial location map (1) – subject property
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-1203

CC: Matthew Krousey, applicant
Robert Briscoe & Mary Krousey, property owners
County file

Permit #

22-2262

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 70.00

Base Fee 525.00

Wetland or Septic Fees _____

Plat Compliance Fee _____

TOTAL FEE 571.00

Street Location 2785 Stark Road Tax Parcel # 03.00379.10

Legal Description See attached E-Mail Address _____

Owner: Robert L. Briscoe + Mary L. Everett Day Phone _____

Address 1225 LaSalle Ave #1005, Minneapolis, MN 55403

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

Address 2785 Stark Road, Harris, MN 55032

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

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

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

Applicable section of ordinance: _____

Description of request: Obtain CUP for Rural Retail Tourism to have two annual pottery sales,

a showroom open to the public during sales and by appointment only the remainder of the
If Variance Application, Brief year, and have a new 18' x 37' flex space attached to detached
Description of Practical garage.
Difficulty _____

[Signature] 10/24/22
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.

10-26-22
Date Received

10-27-22
Date Complete

12-26-22
60 120 Day Review Period

Date of Public Hearing: Thurs Dec 1, 2022

TOWNSHIP PRESENTATION FORM

Street Location 2785 Stark Road, Harris, MN 55032

Legal Description See attached

Owner Name Robert L. Briscoe & Mary L. Everett Day Phone: (952) 266-4734

Address: 1225 LaSalle Ave #1005, Minneapolis, MN 55403

Applicant: Matthew Krousey Day Phone: [REDACTED]
(If other than owner)

Address: 2785 Stark Road, Harris, MN 55032

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

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

Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: Obtain CUP for Rural Retail Tourism to have two annual pottery sales, a showroom open to the public during sales and by appointment only remainder of the year, and have a new 10'x30' Plex glass attached to detached garage.

Date of County Public Hearing: 12-1-22

Date of Township Presentation: ~~10-14-22~~ 11-14-22

TOWNSHIP ACTION TAKEN

Fish Lake

Approved ☒ Denied ☐

Reasons and Conditions: _____

Signature of Township Officers:

Bruce P. [Signature]
James S. [Signature]
Cecily [Signature]

Matthew Krousey
Signature of Applicant

10/24/22
Date

Narrative for CUP Rural Retail Tourism
Matthew Krousey
2785 Stark Road

Property:

2785 Stark Road is a residence zoned Agriculture on 26 acres with a Pottery Studio attached to the home, a 24' x 37' detached garage used for storage, a 10' x 20' shed, and a 17.6 Kw solar array. I live in the residence with my wife and daughter. I am a veteran of Operation Iraqi Freedom and a full time potter who hosts two annual pottery events open to the public, the St Croix Valley Pottery Tour and a Fall Sale. Below is a description of the current and intended uses for the property under the CUP Rural Retail Tourism.

Detached Garage:

The 24' x 37' detached garage structure is currently used only for storage. There is a 150 sq ft room which in the future I intend to use as a showroom to display my work for sale, open to the public during my two sales and by appointment only the rest of the year. Related to this CUP application, I will be building an addition onto the detached garage that would be used primarily for storage but also as possible flex space for my sales (display or checkout area). This addition would be a 18' wide enclosure running the length of the building on the North side with a 20' setback from the East boundary of my property line. It will have a garage door on the west side for access along with steel siding and roof and be built by Mark Kissner Construction, LLC.

St Croix Valley Pottery Tour:

This is an annual pottery event occurring Friday thru Sunday of Mother's Day weekend. The hours are Friday and Saturday 10am-6pm and Sunday 10am-5pm. My studio is one of eight studios in Chisago County that work together to put on the event. This event is a large economic driver for our rural county with customers flying in from around the nation and some from other countries. In addition to touring the pottery studios, many of the attendees are known to visit our local restaurants and wineries as well as seek accommodations in local Bed and Breakfasts and hotels. Visitors continue to comment on how amazed they are at the beauty of the landscape in this region along with the warm Minnesota hospitality we offer.

During the event I sell my pottery in my yard along with several guest potters. I rent 20' x 20' tents from Isanti Rental along with three portable toilets (one handicap accessible). I have around a dozen people (friends and family) that help run the event. Four of my relatives manage parking. They use walkie talkies to communicate and I have them wearing orange construction vests and orange baseball caps for safety as well as to easily identify them as parking staff. The parking areas consist of 20 ft wide strips mowed on both sides of my ¼ mile long driveway which fits approximately 60 vehicles and a large mowed area that can fit an additional 65 vehicles. I also have an adjacent field that could accommodate an additional 40 cars if needed but I have not had to use this space other than to have the people helping me and guest potters park there. In total I can park 165 vehicles at one time.

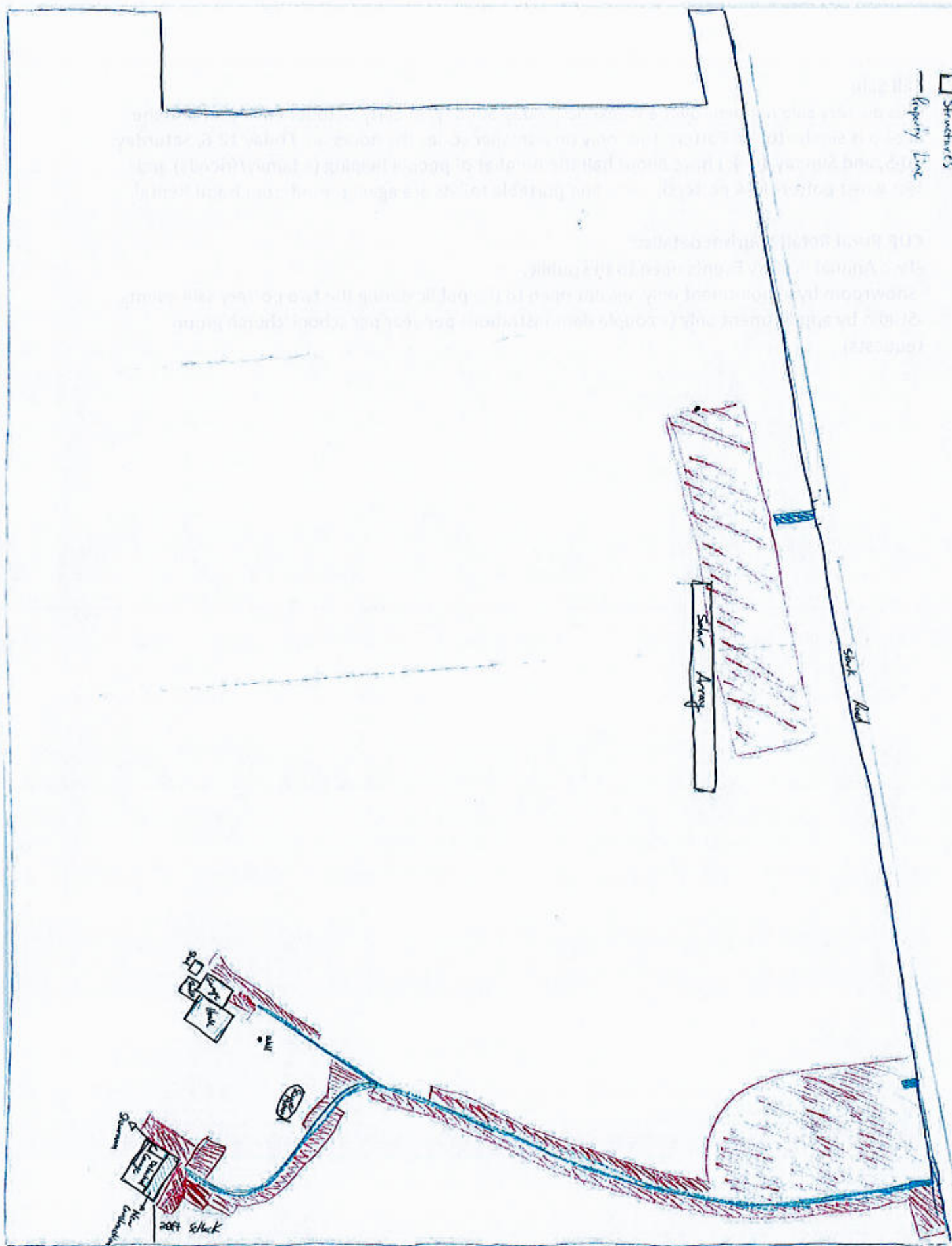
Fall Sale

This pottery sale happens over a weekend (Friday-Sunday) in early October each year and the set-up is similar to the Pottery Tour only on a smaller scale. The hours are Friday 12-6, Saturday 10-5, and Sunday 10-4. I have about half the number of people helping (6 family/friends) and less guest potters (3-4 potters). Tents and portable toilets are again rented from Isanti Rental.

CUP Rural Retail Tourism details:

- Two Annual Pottery Events open to the public.
- Showroom by appointment only, except open to the public during the two pottery sale events.
- Studio by appointment only (a couple demonstrations per year per school/church group requests)

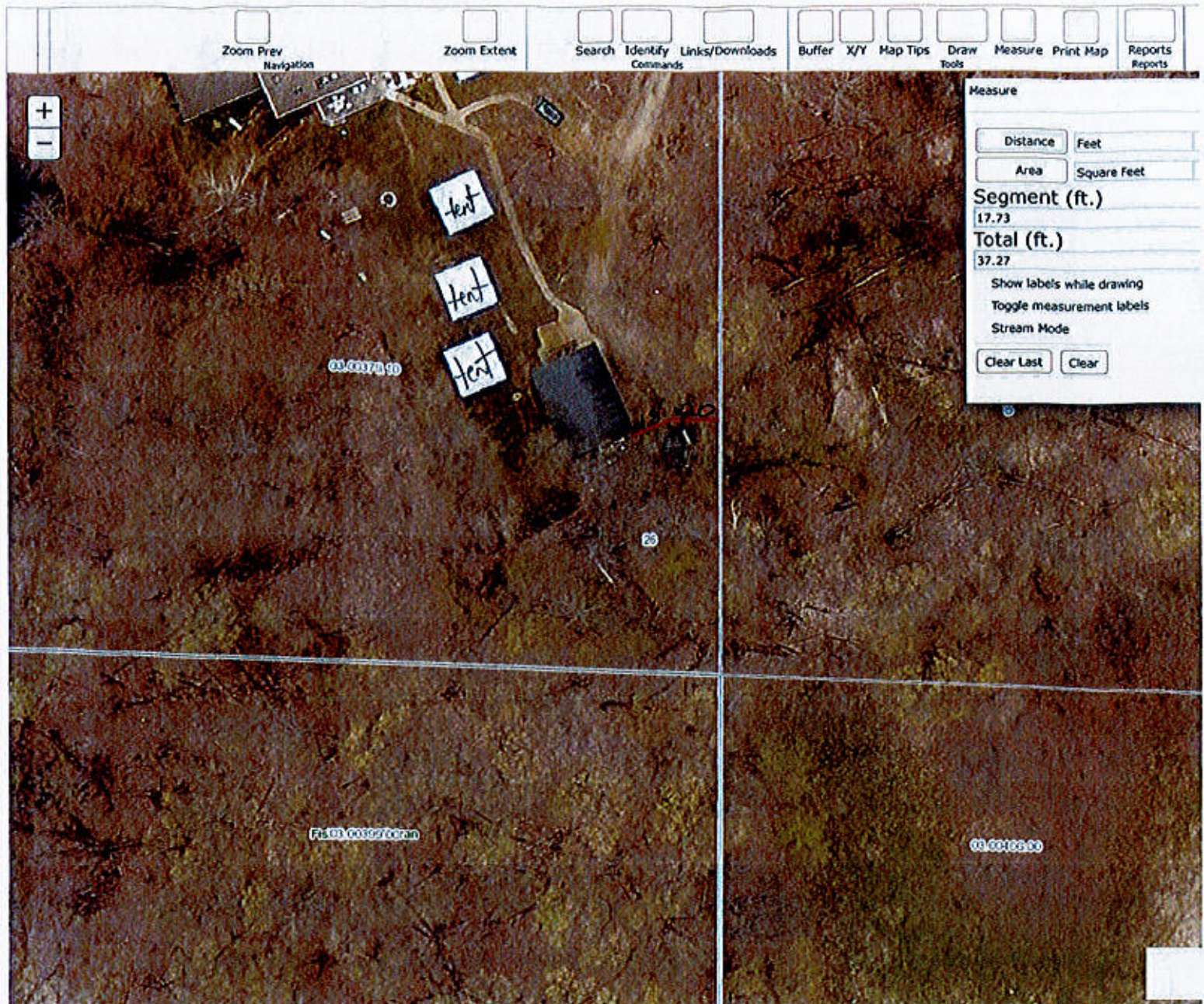
-  Parking
-  Driveways
-  Structures
-  Property Line



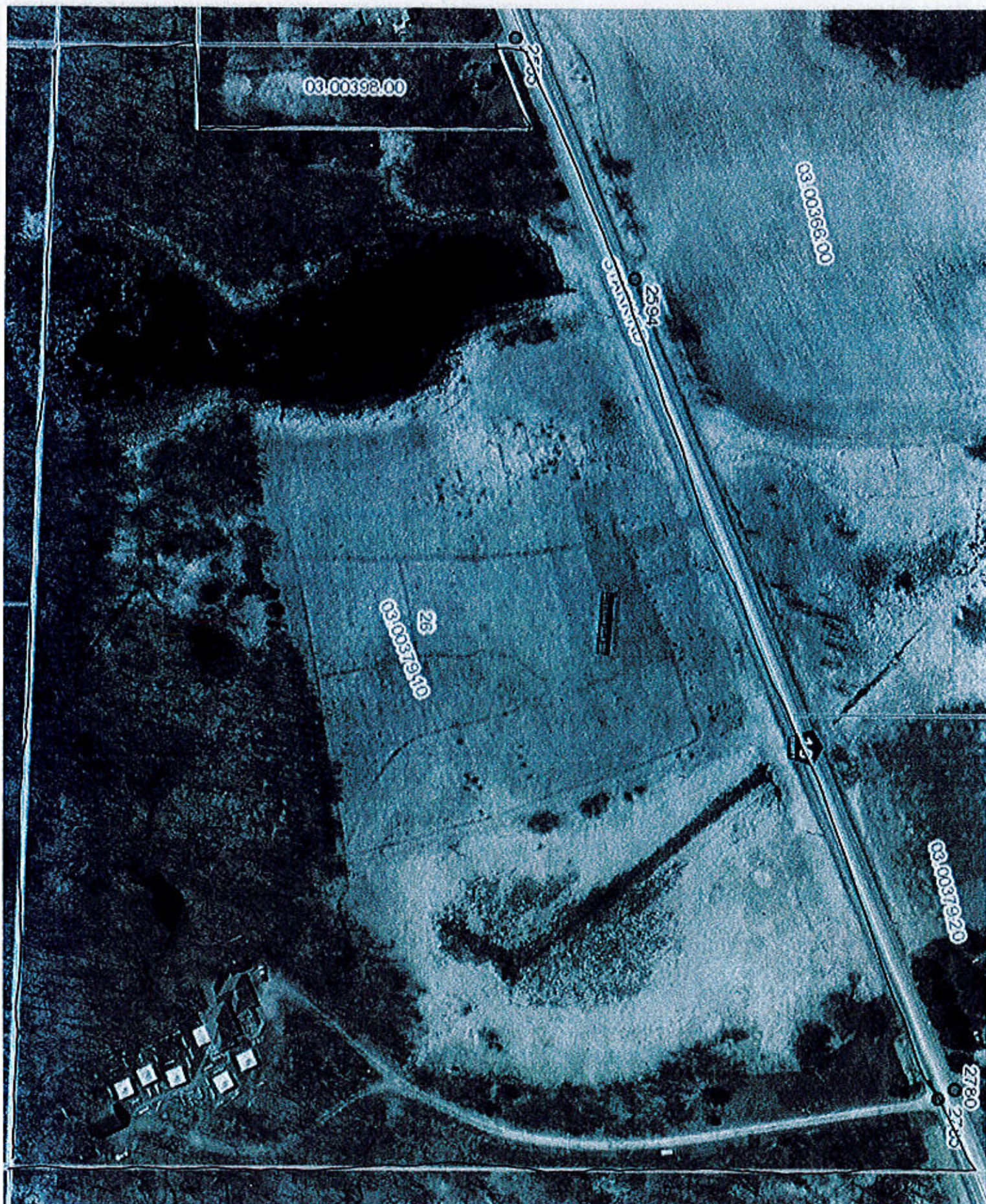
Aerial photo of tents + displays before St. Croix Valley Pottery Tour,



← N



Outline of entire property.



Robert Briscoe & Mary Everett & Matthew Krousey - Aerial Photo

Robert Briscoe & Mary Everett and Matthew Krousey – 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).

Briscoe/Everett/Krousey Property - 



Fish Lake Township
S26, T36, R22
PID # 03.00379.10



Robert Briscoe & Mary Everett & Matthew Krousey - Aerial Photo

Robert Briscoe & Mary Everett and Matthew Krousey – 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).

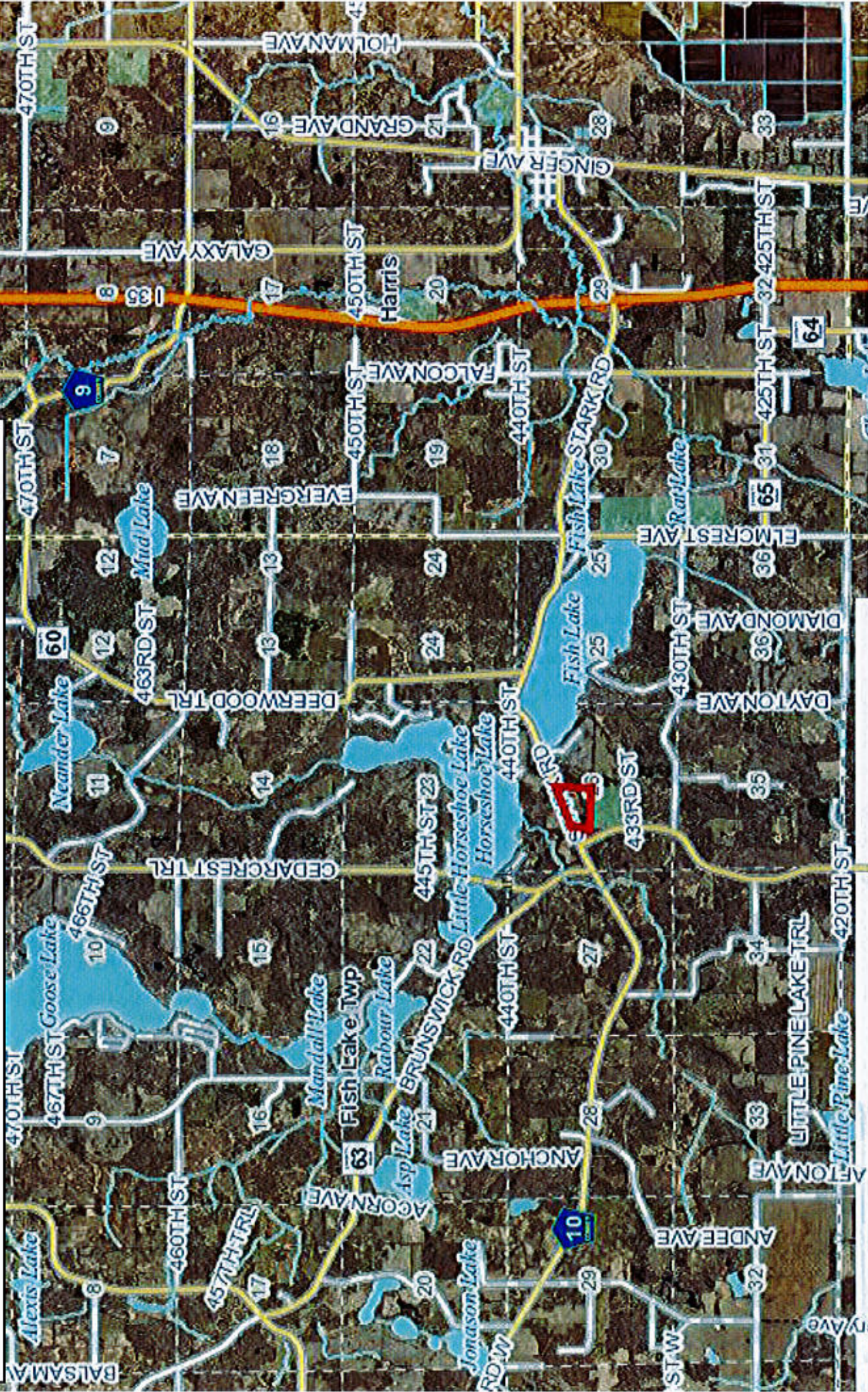
Briscoe/Everett/Krousey Property - 



Fish Lake Township

S26, T36, R22

PID # 03.00379.10



RESOLUTION NO. PC2022-1203

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON
PROPERTY IDENTIFIED AS PID 03.00379.10 IN FISH LAKE TOWNSHIP

WHEREAS, Robert Briscoe & Mary Everett, property owners, and Matthew Krousey, applicant, submitted an application dated received October 26, 2022 and considered complete on October 27, 2022 for a Conditional Use Permit allowing Rural Retail Tourism (pottery studio and related annual events) on property located at 2785 Stark Road / CSAH 10 in Fish Lake Township; and

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

WHEREAS, the subject site is 26.15± acres in size and legally described as:

PID 03.00379.10

That part of the Southeast Quarter of the Northwest Quarter, Section 26, Township 36, Range 22, Chisago County, Minnesota described as follows:

- Beginning at the southeast corner of the said Southeast Quarter of the Northwest Quarter; thence westerly, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 655 feet; thence northerly, parallel with the east line of said Southeast Quarter of the Northwest Quarter, a distance of 412 feet; thence easterly, parallel with said south line, a distance of 412 feet; thence northerly, parallel with said east line, a distance of 611 feet, more or less, to the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10); thence northeasterly, along said centerline, a distance of 255 feet, more or less, to said east line; thence southerly, along said east line, a distance of 1138 feet, more or less, to said point of beginning.

AND

All that part of the Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4) of Section Twenty-six (26), Township Thirty-six (36), Range Twenty-two (22), lying south of the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10), except that part of said tract heretofore conveyed and described as follows: Commencing at a point on the 1/16 Section line 172 feet North of the Southwest corner of said SE1/4 of NW1/4; thence running East at right angles with said 1/16 Section line a distance of 100 feet; thence running North parallel with said 1/16 Section line to the South boundary line of the so-called Harris and Fish Lake road; thence Westerly on the South boundary of said road to the point where said line intersects with the aforesaid 1/16 Section line; thence running South on said 1/16 Section line to the place of beginning, except

Beginning at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence westerly, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 655 feet; thence northerly, parallel with the east line of said Southeast Quarter of the Northwest Quarter, a distance of 412 feet; thence easterly, parallel with said south line, a distance of 412 feet; thence northerly, parallel with said east line, a distance of 611 feet, more or less, to the centerline of the so-called Harris and Fish Lake Road (Chisago County State Aid Highway No. 10); thence northeasterly, along said centerline, a distance of 255 feet, more or less, to said east line; thence southerly, along said east line, a distance of 1138 feet, more or less, to said point of beginning.

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

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

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

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

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

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

Finding #2 *The proposed use will provide off-street parking and access to the subject site will be provided from a well-established and well-maintained County State Aid Highway (CSAH 10). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*

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

Finding #3 *Given the existing forestation surrounding the proposed use and distance from surrounding development, the County finds that the subject site is sufficiently separated by screening and distance from adjacent development, so as to not cause undue negative impact, nor deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism use will be conducted within structures common in the Agricultural (AG) District and tents specifically set up for the two proposed annual events. The County finds that these structures and tents have no adverse effect on*

adjacent properties. Further, the proposed use – with the exception of event parking – will be entirely screened by existing forestation.

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

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *Being that the proposed use is truly an existing use (after-the-fact CUP request), the County has had opportunity to visualize traffic impacts related to the use. The County finds that there is an increase in traffic during the two annual events; however, the speed limit on this stretch of Stark Road / CSAH 10 is 45 mph causing traffic to move slower and more cautiously. The County further finds that the subject site accommodates all parking on-site, thereby reducing or eliminating possible congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this request.*

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

Finding #8 *The proposed use – with the exception of event parking – is entirely surrounded by existing vegetation so as to reduce or eliminate any adverse impacts related to noise, glare or general unsightliness to nearby properties. Further, the proposed use is nearly 900' from the closest neighboring dwelling.*

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

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a pottery showroom and hosting of related events in accordance with the application materials dated received October

26, 2022 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

2. This Conditional Use Permit shall allow use of the property for Rural Retail Tourism purposes subject to the following hours of operation:
 - St. Croix Valley Pottery Tour (maximum of one weekend per year)
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
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 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Studio and showroom open to the public year-round by appointment only.
3. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries. Further, there shall be no outdoor amplified music at any time.
4. The permit holder shall accommodate all parking on-site and shall provide a minimum of 165 parking stalls as described in the application materials. No resident, volunteer or customer parking shall be allowed on Stark Road / CSAH 10. Further, the permit holder shall provide on-site walking paths from all parking areas to the Rural Retail Tourism activity, so as to deter customers from walking on Stark Road / CSAH 10.
5. The permit holder shall provide at least four volunteers dedicated to assisting with parking and traffic flow during each of the two annual events.
6. The permit holder shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
7. All food preparation and/or sales shall comply with applicable Minnesota Department of Health regulations.
8. All liquor service shall comply with applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14 Signs.
10. Per Chisago County Zoning Ordinance Section 4.15 Rural Retail Tourism Businesses, F. Code Compliance, any existing structure or septic system which is subjected to a change in occupancy or GPD loading as a result of the approved Rural Retail Tourism use shall be retrofitted or upgraded to conform to current code requirements. All existing structures proposed for use in association with the approved Rural Retail Tourism use shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any commercial use of the structure.
11. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.

12. Prior to the May 2023 annual event, the permit holder shall coordinate with the Chisago County Highway Department as follows:

- The permit holder shall provide the Chisago County Highway Department with detailed information about the parking areas, specifically location / setback from Stark Road / CSAH 10. The applicant shall provide as much detail as is deemed satisfactory by the County Engineer.
- The permit holder shall work with the Chisago County Highway Department on the Stark Road / CSAH 10 access, with the understanding that the existing access may need upgrading. Any necessary upgrades shall be completed in accordance with specifications and timeline established by the Highway Department.

13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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

Adopted by the Planning Commission of Chisago County, Minnesota, this 1st day of December, 2022.

James McCarthy
Frank Storm
John Sutcliffe

Dave Whitney
Jolene Wille
Chip Yeager

Chip Yeager
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
December 1, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, December 1, 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, Jolene Wille, Chair Chip Yeager, John Sutcliffe, and Dave Whitney. Absent: James McCarthy (excused). Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with all members present except for McCarthy.

Chair Yeager indicated that item 9b – Request for Extension of DJ's Dream was withdrawn.

Approval of Agenda – Motion by Frank Storm to approve the agenda as amended (item 9b removed); second by Jolene Wille. The motion passed 5-0. Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None.

Approval of Minutes – Motion by Dave Whitney to approve the October 20, 2022 Special Work Session Meeting minutes; second by Jolene Wille. The motion passed 5-0. Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. **Motion** by Frank Storm to approve the November 3, 2022 Regular Meeting minutes; second by John Sutcliffe. The motion passed 5-0. Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. **Motion** by Dave Whitney to approve the November 17, 2022 Special Work Session Meeting minutes; second by Frank Storm. The motion passed 5-0. Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None.

Receive all Materials and Submittals into Record - Motion by Dave Whitney to accept all materials and submittals into the record; second by John Sutcliffe. The motion passed 5-0. Ayes: Storm, Wille, Sutcliffe, 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

Chad & Kari Rohman – Coordinator Gervais provided a brief background on the request for Interim Use Permit (IUP) for an accessory structure without the presence of a principal use structure on 12± acres in the Agricultural (AG) District. The property is generally located ¼ mile south of Stark Road / CSAH 10 on Andee Avenue, Fish Lake Township, S28, T36, R22 (PID# 03.00441.31).

Property owners Chad & Kari Rohman applied for an IUP to allow an accessory structure (pole building) without the presence of a principal use structure (such as a dwelling). The intent is to construct a dwelling in the future but the applicants are not yet certain when construction will occur. Zoning Ordinance Section 4.08.1 Accessory Structures and Uses in A, AP, and PAT Districts, A. 3. Subsection A. 3. allows accessory structures on parcels 10 acres or larger in size without the presence of a principal use structure, whereas Subsection A. 1. requires completion of a principal use structure within three years. The property was platted in December 2004 as part of a one-lot plat "Oak Addition". The site plan shows proposed locations of the accessory structure and future dwelling in the southwest corner of the property. The proposed accessory structure will be 34' wide x 90' deep (3,060 sf) with 14' side walls. While the property owners are not sure when the dwelling will be constructed,

they did provide building plans for the dwelling and placement of the primary and alternate septic system locations to solidify their intentions.

The Technical Review Committee met on November 9, 2022 and confirmed that the accessory structure will hold personal items (will not be used for commercial purposes) and will not have sanitary facilities. The committee discussed the need to establish a sunset for the IUP, with staff indicating the sunset may be construction of a principal use structure. The Fish Lake Town Board reviewed the proposed IUP at its November 14, 2022 meeting and recommended approval with no conditions. Applicant C. Rohman 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 inquired as to when the pole barn and home were scheduled for construction. C. Rohman indicated construction of the pole barn was scheduled for March / April 2023 and it is anticipated that construction of the house will be within two years. C. Rohman indicated he did have a septic system design and house plans.

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, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Frank Storm affirmed he did not support the Ordinance change to allowing accessory structures without the presence of principal use structures and intended to vote against the request. C. Rohman validated the intent to build a principal use structure by providing house plans and septic system design.

Motion by John Sutcliffe; second by Dave Whitney to adopt Resolution No. PC2022-1201, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing an accessory structure on property identified as PID# 03.00441.31 in Fish Lake Township, with findings of fact and conditions as presented:

Conditions:

1. This approval allows for a singular accessory structure for personal storage / use without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in accordance with the site plan dated received October 6, 2022 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved site plan, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The accessory structure shall not have any sanitary facilities until and unless a principal use structure served by a Type 1 septic system has been constructed or the property owners request and are granted an Interim Use Permit Amendment to allow such facilities.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A. 3., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Motion passed 4-1. Ayes: Wille, Sutcliffe, Whitney, and Chair Yeager. **Nays:** Storm.

Timothy & Katherine Albrecht – Coordinator Gervais provided a brief background on the request for Interim Use Permit (IUP) to operate a residential kennel for the keeping of nine dogs on 10± acres in the Agricultural (AG) District. The property is located at 43750 Jess Avenue, Sunrise Township, S26, T36, R21 (PID# 09.00615.10).

Property owners Timothy & Katherine Albrecht have applied for an IUP to allow a residential kennel for the keeping of nine dogs, which currently are owned and housed by the property owners. The IUP request was a result of a code enforcement action initiated by a complaint. The IUP request would be considered an after-the-fact application to allow the current nine dogs to live out their natural lives or until the property owners sell the property and relocate. The Zoning Ordinance defines Residential Kennel as “any place where three (3) or more dogs or three (3) or more cats, over the age of four (4) months of age, or ten (10) or more other domestic companion animals are kept as pets”. The applicants have stated that there are nine dogs residing on the property (six being companion animals / pets and three being livestock guardian dogs) but there are no, nor will there ever be, cats residing on the property.

The Albrechts provided details how each dog came to reside with the family and the following information:

- Dog waste is collected and disposed of daily.
- None of the dogs roam the property freely. If they are outside of the structures or fenced enclosures, they are leashed and walked in groups of no more than three.
- The property owners utilize a trainer to ensure that the dogs are well-behaved amongst each other.
- The dogs receive regular veterinary care and are current on all vaccinations.
- All dogs are spayed or neutered; no breeding will take place.
- The property owners intend to allow the dogs to pass naturally or have them humanely euthanized when they’ve reached the end of their quality lives.
- The existing nine dogs will not be replaced with new dogs when they pass.
- The property owners have no intention of fostering or adopting any additional dogs.
- Six of the nine dogs reside in the dwelling and the three remaining dogs reside in the pole building serving as livestock guardian dogs.
- The pole building which houses the three livestock guardian dogs is heated and cooled.
- The property owners raise performance goats and chickens and the three livestock guardian dogs serve in protecting these animals and fowl.
- The property includes approximately two acres of fenced enclosure, immediately adjacent to the dwelling, allowing outdoor activity / exercise. There are separate enclosures for the house dogs and the livestock guardian dogs.
- Property owner Kate Albrecht works from home and is able to monitor dog activity throughout the day.
- The house dogs are only outside if a resident of the dwelling is home, otherwise they are confined to the dwelling.
- Site photos illustrate and describe fencing, signage, and proximity of fenced enclosures to structures.

The Technical Review Committee met on November 9, 2022 and confirmed that no dogs are left out overnight; existing fencing for the enclosures is 48” tall; and there are two signs on the property alerting people that there

are dogs on site. The Albrechts offered suggestions for noise mitigation, including the possibility of implementing "quiet hours" / "outside hours" and/or additional landscaping to block the dogs' view of neighboring parcels. The committee did not identify any concerns with the IUP. The Sunrise Town Board reviewed the proposed IUP at its November 17, 2022 meeting and recommended approval with a 4-1 vote with the following recommended conditions of approval: no dogs will be added to the property; as individual dogs pass away, they are not to be replaced; and the IUP will sunset with the number of dogs in compliance with the current Chisago County Zoning Ordinance. Property owners T. Albrecht and K. Albrecht were present and available to address questions and concerns. Chair Yeager asked the applicant and Planning Commission members for additional questions and comments.

Dave Whitney had clarifying questions on the number of hours the three livestock guardian dogs are outside and same question was asked for the six companion dogs. T. Albrecht indicated the livestock guardian dogs are out 2-3 hours in the morning and evening during winter; up to all day with owners present during the summer. The companion dogs vary on their outside habits and lengths. Some dogs are a quick in and out and others could stay outside all day. Dogs are let outside when owners are present and never left outside overnight. Chair Yeager asked about the proposal for additional landscaping and location of said landscaping. T. Albrecht provided greater detail for the clearing area that abuts the neighbor's property, property boundary, and suggested fast growing Cyperus trees for additional visual and sound barrier. Frank Storm inquired if all the dogs were rescue dogs and, directed to staff, if previous similar requests restricted the number of animals and ability to replace animals once approved. T. Albrecht indicated by and large they were all rescue dogs and provided backgrounds and past injuries for some of the dogs. T. Albrecht added that their realtor knew they had nine dogs and they worked to find an appropriate property; they were not aware that they were out of compliance with nine dogs. The Albrechts applied for the IUP to continue care for the dogs instead of selecting dogs to put down in order to be compliant with the Zoning Ordinance. T. Albrecht indicated that limiting the number of animals and not being allowed to replace them was his suggestion, commenting that nine dogs are a bit much to take care of and they would like to show their neighbors that they do not intend to own that many dogs forever. Chair Yeager opened the public hearing and sought comment.

Joseph Reichkitzer – 43552 Jess Avenue, Sunrise Township. I have lived on Jess Avenue since 1980; never had a complaint with the neighbors the whole time, until the dogs. They are driving us crazy. They are out all the time in the summer. I did talk with Tim about the dogs. My property value has decreased and I don't think anyone would want to buy our property due to the dogs next door. There is acreage between us and the dogs, and the dogs are still driving us crazy.

Ken Henne – xxx Jess Avenue, Sunrise Township. I own property next to the Albrechts. I am an animal lover and have worked at a zoo for a number of years. What's happening is insane; dogs barking morning until night. It is me, my wife, and we are quiet. I have invested money in the property, plan to build, but the dogs are making it impossible. I do not know if I would be able to sell the land. I might lose my investment in the property. I had a camper on the property, as soon as I stepped out of truck, barking started from morning until night. It was peaceful before they moved in. We enjoyed the property prior to the dogs. It is unlawful for dogs to bark for more than 10 minutes. The dogs bark all day, it's frustrating. They have goats, cows, and installed a fence. I am going to resurvey to make sure they are not crossing my property. I have never met them and thought the barking would settle down, but it hasn't. I have consulted a lawyer. A lawsuit could be filed against the property owners and the county for failure of not addressing the situation.

Becky Henne – xxx Jess Avenue, Sunrise Township. I would visit the property during the summer. I was raised on a farm with two dogs. We didn't buy this land to cause trouble with the neighbors. Our backyard in Apple Valley

is more peaceful than the ten acres here. The barrier of trees is not going to make a difference. I don't see the dogs, but I can hear them. I want peace and quiet.

With no other persons wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by Dave Whitney. **Motion passed 5-0.** Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. John Sutcliffe asked what the process was if conditions were not met. Director Schneider reviewed the process, the investigation of violation of conditions set by the County Board, and grounds for a revocation process. Chair Yeager asked clarifying questions on heating and cooling of the structure housing the livestock guardian dogs. Dave Whitney commented that the property is well maintained and provided his viewpoints, including both positive and negative concerns, with main concerns being the noise and number of dogs. Dave Whitney suggested modifying proposed condition #9 to concentrate the noise/barking with all dogs outside during designated periods instead of two hour periods throughout the day, which could lead to six hours of the day with dogs out barking. Dave Whitney considered two hours of barking to be tolerable rather than six hours a day. John Sutcliffe inquired if the owners had considered separating certain dogs to minimize dogs not getting along and reduce barking. K. Albrecht noted that the dogs get excited when T. Albrecht leaves and returns home from work. To help reduce noise, companion dogs are brought inside the house prior to T. Albrecht or additional family entering the driveway / property. Discussion followed on finding a solution for the noise. In response to Dave Whitney's comments, T. Albrecht offered that he believed the general spirit of proposed condition #2 is to not have his loudest continually barking companion dogs out all day to pester neighbors. John Sutcliffe suggested modifying proposed condition #8 with a limit or time constraint on continual barking. Brief discussion followed on enforceability, local city ordinances (for guidance), and livestock guardian dogs. John Sutcliffe recommended a maximum of 20 minutes of continual barking; Frank Storm supported with a second. By consensus, the Planning Commission offered support for the proposed modification to proposed condition #8. Director Schneider offered suggested language for proposed condition #8. Dave Whitney suggested adding language requiring that at least one resident needs to be home while the dogs are out to monitor / control barking.

Motion by Frank Storm; second by John Sutcliffe to adopt Resolution No. PC2022-1202, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing a residential kennel on property identified as PID# 09.00615.10 in Sunrise Township, with findings of fact as presented and conditions as amended:

Conditions:

1. This approval allows for a Residential Kennel for the keeping of no more than nine (9) dogs, including six (6) companion dogs and three (3) livestock guardian dogs. This approval does not allow for the keeping of any cats on the property.
2. The six (6) companion dogs shall be housed indoors (dwelling), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property. No more than two (2) companion dogs shall be outdoors at the same time, whether in the fenced enclosure or leashed and handled by a resident of the property.
3. The three (3) livestock guardian dogs shall be housed indoors (heated and cooled pole building), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property or their active agricultural service.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. The existing dogs shall not be replaced by new dogs as they pass or are otherwise rehoused, unless the number of dogs on the subject site is in compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners).

6. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
7. The fenced enclosure(s) shall maintain current setbacks, as illustrated on the application materials submitted by the applicant and maintained on file with the Department of Environmental Services. Any expansion or reconfiguration of the fenced enclosure shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
8. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household. Further, at least one resident of the household must be present any time that one or more dogs are outdoors.
9. To mitigate adverse impacts related to noise, the permit holder shall implement "quiet hours" / "outside hours" for the six (6) companion dogs in which they aren't allowed to be outdoors for longer than six hours a day, aside from brief periods of time for waste elimination. The "outside hours" shall allow for up to three (3) – two (2)-hour periods as follows:
 - a. Two (2) hours between the hours of 8:00 am and 12:00 pm;
 - b. Two (2) hours between the hours of 12:00 pm and 4:00 pm; and
 - c. Two (2) hours between the hours of 4:00 pm and 9:00 pm.

In no case shall these timeframes be combined to allow the dogs to be outside for longer than two (2) hours at a time.
10. To mitigate adverse impacts related to noise and limit the dogs' view of activity on neighboring parcels, the permit holder shall plant and maintain additional landscaping along the entire northerly and southerly length of the fenced enclosure. Said landscaping shall include low-growing varieties that provide a complete visual barrier between the dogs and the neighboring parcels. Planting shall occur within one (1) year of Interim Use Permit approval.
11. There shall be no commercial activity of any kind associated with the Residential Kennel. Commercial activity shall be defined as boarding, grooming, training, or breeding. Further, no "non-resident" dogs or cats shall be housed or otherwise allowed on the subject site.
12. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. This Interim Use Permit shall expire at such time that the number of dogs kept on the subject site has been brought into compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners) or at such time that the applicants sell their property and relocate, whichever comes first.
15. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

Robert Briscoe & Mary Everett and Matthew Krousey – Coordinator Gervais provided a brief background on the request for a Conditional Use Permit (CUP) 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, Fish Lake Township, S26, T36, R22 (PID# 03.00379.10).

The request for CUP was initiated by Krousey who is purchasing the property on Contract for Deed from Briscoe & Everett. Krousey resides and operates a pottery studio on the property and participates in the annual St. Croix Valley Pottery Tour. Briscoe & Everett had submitted a building permit application earlier this year with the intent of expanding the pottery showroom, only to learn that the zoning district the property was located in at the time (RRI District) did not allow for this particular business activity (Rural Retail Tourism). The applicants subsequently applied for and were granted a Rezoning from RRI District to AG District by the Board of Commissioners on October 19, 2022. Being that the property is now zoned AG District, the property is eligible for a CUP for Rural Retail Tourism.

The existing pottery studio is attached to the dwelling and the applicant intends to utilize a 150 sf room within the detached garage as a showroom to display work for sale. Additionally, the applicant intends to construct an addition onto the detached garage which would be used primarily for storage but also as space for sales (i.e., display and / or sales counter). The addition is described as an 18' x 37' (666 sf) enclosure located on the north side of the detached garage and situated 20' from the east property boundary (side yard).

In addition to operating a pottery studio, Krousey is seeking approval to host two annual pottery events open to the public and have the showroom and studio open to the public year-round by appointment only. The two annual events include the St. Croix Valley Pottery Tour and a private Fall Sale. Event details are as follows:

- **St. Croix Valley Pottery Tour**
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
 - Twelve volunteers assisting with traffic and other general operations
 - Several guest potters participate in addition to Krousey
 - Tents and three portable toilets rented for event, including one ADA accessible toilet
- **Fall Sale**
 - Set-up is similar to the annual St. Croix Valley Pottery Tour but on a smaller scale
 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Six volunteers assisting with traffic and other general operations
 - Three to four guest potters participate in addition to Krousey
 - Tents and portable toilets rented for event, including one ADA accessible toilet

In regard to parking and traffic concerns, the written narrative provides the following:

- There are 20' wide strips mowed on either side of the driveway, accommodating approximately 60 vehicles, and a large mowed area which accommodates an additional approximate 65 vehicles.
- There is a field in the vicinity of the solar array which accommodates approximately 40 vehicles. This area has not been needed to accommodate customer parking in the past; rather, it's been used by volunteers and guest potters.
- The applicant is reporting that the site accommodates a total of 165 vehicles at any given time.

- During the annual St. Croix Valley Pottery Tour, Krousey enlists four volunteers to manage parking. These volunteers utilize walkie talkies to communicate and they wear orange construction vests and orange baseball caps for safety as well as to identify them as parking staff.

Gervais commented that it is very likely that the property immediately north, as well as all surrounding properties, notice an increase in traffic during the two annual events but there are no records of any traffic related complaints – or any other type of complaint – on file with the Department of Environmental Services.

The Technical Review Committee met on November 9, 2022. The County Engineer provided the following comments which have been incorporated into staff's recommended conditions of approval:

- The Chisago County Highway Department will need more information on the parking area, specifically location / setback from Stark Road / CSAH 10.
- The County Engineer added that Stark Road / CSAH 10 is scheduled for reconstruction within the next couple of years, so the Department will work with the applicant on interim improvements.

The committee did not identify any other concerns related to the CUP. Gervais noted that the applicant has already provided the needed information to the County Engineer and satisfied concerns. The Fish Lake Town Board reviewed the proposed CUP at its November 14, 2022 meeting and recommended approval of the CUP with no conditions or comments.

Applicant M. Krousey was present and available to address questions and concerns. Chair Yeager asked the applicant and Planning Commission members for additional questions and comments. M. Krousey provided detail about volunteers utilized during annual events for parking and explained the difference in event size / revenue between the pottery tour and fall sale events. Krousey commented that he would only need two staff for parking for the fall sale event and would prefer not to pull volunteers from other job tasks just to comply with proposed condition #5. Discussion followed on the proposed parking area near the existing solar array and maintaining a path for foot traffic and use of golf carts to shuttle customers from parking areas to the Rural Retail Tourism activity. Dave Whitney identified that sanitary facilities were not specifically listed as a recommended condition of approval. Brief discussion followed on use of porta potties for the public and dwelling facilities available for use by volunteers and guest artists. Krousey indicated that proposed upgrades to the detached garage will include a private toilet on a holding tank for volunteers and guest artists. Frank Storm sought clarification on whether this request was for an Amendment or an after the fact permit; Gervais stated that this was an after the fact permit.

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, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Dave Whitney recommended additional language addressing sanitary facilities; the Commission discussed adding such language to proposed condition #11.

Motion by Dave Whitney; second by Frank Storm to adopt Resolution No. PC2022-1203, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property identified as PID# 03.00379.10 in Fish Lake Township, with findings of fact as presented and conditions as amended:

Conditions:

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a pottery showroom and hosting of related events in accordance with the application materials dated received October 26, 2022 and

kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

2. This Conditional Use Permit shall allow use of the property for Rural Retail Tourism purposes subject to the following hours of operation:
 - St. Croix Valley Pottery Tour (maximum of one weekend per year)
 - Friday through Sunday of Mother's Day Weekend
 - Friday and Saturday, 10:00 am – 6:00 pm; and, Sunday 10:00 am – 5:00 pm
 - Fall Sale (maximum of one weekend per year)
 - Friday through Sunday in early October
 - Friday 12:00 pm – 6:00 pm; Saturday 10:00 am – 5:00 pm; and, Sunday 10:00 am – 4:00 pm
 - Studio and showroom open to the public year-round by appointment only.
3. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries. Further, there shall be no outdoor amplified music at any time.
4. The permit holder shall accommodate all parking on-site and shall provide a minimum of 165 parking stalls as described in the application materials. No resident, volunteer or customer parking shall be allowed on Stark Road / CSAH 10. Further, the permit holder shall provide on-site walking paths from all parking areas to the Rural Retail Tourism activity, so as to deter customers from walking on Stark Road / CSAH 10.
5. The permit holder shall provide at least four volunteers dedicated to assisting with parking and traffic flow during each of the two annual events.
6. The permit holder shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
7. All food preparation and/or sales shall comply with applicable Minnesota Department of Health regulations.
8. All liquor service shall comply with applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14 Signs.
10. Per Chisago County Zoning Ordinance Section 4.15 Rural Retail Tourism Businesses, F. Code Compliance, any existing structure or septic system which is subjected to a change in occupancy or GPD loading as a result of the approved Rural Retail Tourism use shall be retrofitted or upgraded to conform to current code requirements. All existing structures proposed for use in association with the approved Rural Retail Tourism use shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any commercial use of the structure.
11. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes. Further, the permit holder shall provide adequate sanitary facilities.
12. Prior to the May 2023 annual event, the permit holder shall coordinate with the Chisago County Highway Department as follows:

- The permit holder shall provide the Chisago County Highway Department with detailed information about the parking areas, specifically location / setback from Stark Road / CSAH 10. The applicant shall provide as much detail as is deemed satisfactory by the County Engineer.
 - The permit holder shall work with the Chisago County Highway Department on the Stark Road / CSAH 10 access, with the understanding that the existing access may need upgrading. Any necessary upgrades shall be completed in accordance with specifications and timeline established by the Highway Department.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

Public Hearings – Continued Hearings - None

Old Business – None

New Business

2023 Meeting Schedule – Coordinator Gervais reported that staff has prepared a draft 2023 meeting schedule with regular meetings held on the first Thursday of the month, tours on the Tuesday prior to regular meeting, and work sessions on the third Thursday of the month. Gervais added that the draft schedule also includes application deadline dates. The only known conflict is the July 4th tour, and staff recommended the tour be scheduled for Wednesday, July 5th. **Motion** by Dave Whitney; second by Jolene Wille to adopt the 2023 Planning Commission Meeting Schedule as presented. **Motion passed 5-0. Ayes:** Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. **Nays:** None.

Coordinator Gervais indicated that the December 2022 Work Session date had been rescheduled and requested a formal motion to that effect. John Sutcliffe inquired why the previous work session was held despite the lack of sufficient time to review the draft ordinance. Coordinator Gervais stated that meeting materials were provided one week in advance, as requested by the Commission; however, staff was not aware at the time of disbursement that the consultant had not provided the most current version of the ordinance draft. Chair Yeager commented that it was still a productive work session for discussion on certain topics, adding that it would have been better with a current draft for review / comments. **Motion** by John Sutcliffe; second by Jolene Wille to reschedule the Thursday, December 15, 2022 work session to Monday, December 19, 2022. **Motion passed 5-0. Ayes:** Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. **Nays:** None.

Communications and Reports

County Board Liaison Report / Update – County Commissioner DuBose reported that the County Board had approved all items as recommended from the Planning Commission. DuBose added that the County Board has been focused on budget meetings and final budget numbers, with major purchases and expenditures reviewed from Capital Improvement Project (CIP) and American Rescue Plan Act (ARPA) budgets. Hometown Fiber provided a presentation on countywide broadband and the project was estimated at \$65 million. DuBose

explained that discussion was held on various implementation and funding options: township by township; city by city; and, bonding. The county had estimated a much smaller cost for the broadband project. Continued discussion will take place with townships and cities to gauge interest, participation, and additional funding options. DuBose noted that it is a complicated project and the county will not be able to fund county-wide broadband, but the County Board hopes to help in some areas of the county.

Miscellaneous

Adjourn Meeting – Motion by Frank Storm to adjourn the meeting; second by John Sutcliffe. **Motion passed 5-0.** Ayes: Storm, Wille, Sutcliffe, Whitney, and Chair Yeager. Nays: None. The meeting was adjourned at 8:21 p.m.

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 16
Title of Item for Consideration: Chad and Kari Rohman Interim Use Permit – Accessory Structure Without a Principal Structure	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Chisago County Board of Commissioners previously acted on this application by extending the initial 60-day agency action deadline of December 6, 2022, up to a total of 120 days to February 4, 2023. An early application and the regular meeting schedule timelines caused technical conflict with the initial 60-day deadline.	
Background: Property owners Chad and Kari Rohman are requesting an Interim Use Permit (IUP) to allow a accessory structure (pole building) on their 12.14+/- acre property without the presence of a principal structure. The subject property is located at 43xxx Andee Avenue, Fish Lake Township, (PID #03.00441.31). At their meeting of December 1, 2022, the Planning Commission conducted the requisite public hearing and recommended approval (5-1) of the Interim Use Permit with conditions, per Resolution No. PC2022-1201. 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 4, 2023. Among the options for the County Board at tonight's meeting are the following: • Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form; • Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval); • The County Board may Deny the IUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended). Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting. Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft)	

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Chad and Kari Rohman Interim Use Permit (IUP) to allow a accessory structure. The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/1221 _____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Chad and Kari Rohman Interim Use Permit (IUP) to allow a accessory structure on their 12.14-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is located at 43xxx Andee Avenue, Fish Lake Township, (PID #03.00441.31)"

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

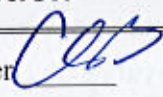
Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve 

Deny _____

Other 

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1221-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY
STRUCTURE ON PROPERTY IDENTIFIED AS PID 03.00441.31 IN FISH LAKE TOWNSHIP**

WHEREAS, Chad Rohman and Kari Rohman, property owners, submitted an application dated received October 6, 2022 and considered complete on October 7, 2022 for an Interim Use Permit (IUP) allowing an accessory structure without the presence of a principal use structure on property located at 43xxx Andee Avenue in Fish Lake Township; and

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

WHEREAS, the subject site is 12.14± acres in size and legally described as:

PID 03.00441.31
Lot 1, Block 1, Oak Addition
Chisago County, Minnesota

WHEREAS, the Chisago County Board of Commissioners extended the review period for this request by an additional 60 days given that the initial 60-day review period, expiring on December 6, 2022, did not allow for due process. The extended review period expires on February 4, 2023; and

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the IUP with conditions per Resolution No. PC2022-1201; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its December 21, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

- | | |
|------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>The County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |

- Finding #3* *Given the size of the subject site, the existing vegetation on and adjacent to the subject site, the size of adjacent properties and the fact that the structure will meet or exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4* *The applicant provided building plans for the proposed use and it appears that the design of the structure will be consistent with similar structures within the Agricultural (AG) District. The County finds that there is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5* *The Chisago County Zoning Ordinance allows accessory structures without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6* *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7* *The proposed accessory structure is intended for personal storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority -- being Fish Lake Township -- has not identified any concerns related to traffic hazards or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8* *The proposed use is consistent with accessory structures allowed in and located in the Agricultural (AG) District and will be sufficiently separated from neighboring properties by distance and vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular accessory structure for personal storage / use without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in accordance with the site plan dated received October 6, 2022 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved site plan, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The accessory structure shall not have any sanitary facilities until and unless a principal use structure

served by a Type I septic system has been constructed or the property owners request and are granted an Interim Use Permit Amendment to allow such facilities.

3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A. 3., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: December 21, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

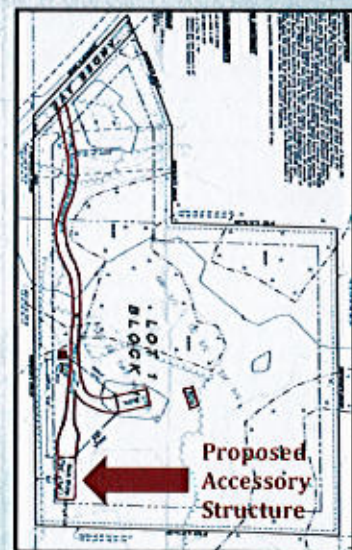
INTERIM USE PERMIT FOR AN ACCESSORY STRUCTURE

**Chad & Kari Rohman
43xxx Andee Avenue
Fish Lake Township
PID 03.00441.31**

1

SITE & PROPOSAL ANALYSIS

- 12.14-acre property
- Zoned Agricultural (AG) District
- Property is currently vacant
- Property owners intend to construct a dwelling but are uncertain of timeframe
- Proposed accessory structure will be used for personal storage, not for commercial purposes
- Proposed accessory structure will be 34' wide x 90' deep (3,060 sf) with 14' side walls
- Proposed accessory structure will be approximately 800' from roadway (Andee Avenue), 50' from west property boundary (closest side yard), and 60' from rear yard. All proposed setbacks exceed minimum requirements.



2

REVIEW PROCESS



Technical Review Committee

November 9, 2022

- No issues or concerns identified



Fish Lake Town Board

November 14, 2022

- Recommended approval with no conditions



Review Period

- 60-day review period expires December 6, 2022
- Extended review period expires February 4, 2022

3

STAFF RECOMMENDATION

Staff believes that the proposed IUP complies with and is consistent with the Intent of the County's Zoning Ordinance and recommends **approval with conditions** (see below).

Recommended Condition(s):

1. This approval allows for a singular accessory structure for personal storage / use without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in accordance with the site plan dated received October 6, 2022 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved site plan, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The accessory structure shall not have any sanitary facilities until and unless a principal use structure served by a Type 1 septic system has been constructed or the property owners request and are granted an Interim Use Permit Amendment to allow such facilities.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A. 3., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

4

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the 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 February 4, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1201, a resolution recommending approval of an Interim Use Permit allowing an accessory structure on property identified as PID 03.00441.31 in Fish Lake Township, with Findings of Fact and conditions as presented or amended.



Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Interim Use Permit for Accessory Structure
 43xxx Andee Avenue, Fish Lake Township
DATE: December 1, 2022

ACTION TO CONSIDER

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

SITE & APPLICATION INFORMATION

Applicant(s):	Chad & Kari Rohman
Property Owner(s):	Chad & Kari Rohman
Location:	43xxx Andee Avenue Fish Lake Township Section 28, Township 36, Range 22
PID:	03.00441.31
Property Area:	12.14 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	October 6, 2022
Date Application Complete:	October 7, 2022
60-Day Review Period:	December 6, 2022
Extended Review Period:	February 4, 2023



BACKGROUND

Property owners Chad & Kari Rohman have applied for an Interim Use Permit (IUP) to allow an accessory structure (pole building) on their 12.14-acre property without the presence of a principal use structure (such as a dwelling). The applicants intend to construct a dwelling on the subject site in the future but are not yet certain when construction will occur; therefore, the applicants are requesting an IUP under the provisions of Zoning Ordinance Section 4.08.1 Accessory Structures and Uses in A, AP, and PAT Districts, A. 3. Subsection A. 3. allows accessory structures on parcels 10 acres or larger in size without the presence of a principal use structure, whereas Subsection A. 1. requires completion of a principal use structure within three years.

SITE & PROPOSAL ANALYSIS

The 12.14-acre subject site is located on Andee Avenue in Fish Lake Township, approximately ¼ mile south of Stark Road / CSAH 10. The property was platted in December 2004 as part of a one-lot plat. The topography of the site includes a fair amount of wetlands, heavy forestation (except for the southwest corner) and elevations ranging from 946' to 960'. The site plan shows that the proposed locations of the accessory structure and future dwelling are situated in the southwest corner of the property in a clearing where elevations are generally level.

The subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range in size from 5 acres to 150 acres, with the majority of properties having been developed for residential purposes or remaining undeveloped. The surrounding area is heavily wooded with significant wetland areas.

The application materials show that the proposed accessory structure will be 34' wide x 90' deep (3,060 sf) with 14' side walls. The attached site plan shows that the structure will be situated more than 800' from Andee Avenue / front yard, 50' from the westerly property boundary (closest side yard), and 60' from the rear property boundary. The minimum setback requirements are 40' from township road right-of-way, 20' from side yards and 50' from the rear yard, which means that the proposed location meets and exceeds all setback requirements. The site plan also shows that the property owners intend to construct a principal use structure (dwelling) approximately 135' northeasterly of the accessory structure. While the property owners are not sure when the dwelling will be constructed, they did provide building plans for the dwelling to solidify their intentions. The property owners have indicated that the location of the proposed accessory structure was selected so as not to impair placement of a primary or alternate septic system.

Chisago County Zoning Ordinance Section 4.08.1 was amended in 2021 to allow the construction of accessory structures prior to or without the construction of principal use structures in the AG District. Being that the property owners are not certain of when they'll construct their dwelling, the request is subject to Zoning Ordinance Section 4.08.1, A. 3. Section 4.08.1, A. 3. states that *"On parcels 10 acres or larger in size, an IUP may be issued to allow a singular accessory building to be constructed for personal storage / use only without the presence of a principal use structure and which no overnight or residential living quarters are allowed."*

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with Chad Rohman on November 9, 2022. Rohman confirmed that the accessory structure will hold personal items (it will not be used for commercial purposes) and it will not have sanitary facilities. The committee discussed the need to establish a sunset for the IUP, with staff indicating that the sunset may be construction of a principal use structure.

The Fish Lake Town Board considered the proposed IUP at its November 14, 2022 meeting and recommended approval with no conditions.

The application was submitted on October 6, 2022 and deemed complete on October 7, 2022. The State mandated 60-day review period expires on December 6, 2022. Based on a December 1, 2022 public hearing date and anticipated review by the County Board on December 21, 2022, the 60-day review period does not allow for due process; therefore, staff sought and the County Board granted an extension of the review period. The extended review period will expire on February 4, 2023.

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 (Interim Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed interim use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

- | | |
|-------------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| <i>Finding #1</i> | <i>The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| <i>Finding #2</i> | <i>The County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |
| <i>Finding #3</i> | <i>Given the size of the subject site, the existing vegetation on and adjacent to the subject site, the size of adjacent properties and the fact that the structure will meet or exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.</i> |
| Factor #4 | The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties; |
| <i>Finding #4</i> | <i>The applicant provided building plans for the proposed use and it appears that the design of the structure will be consistent with similar structures within the Agricultural (AG) District. The County finds that there is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.</i> |
| Factor #5 | The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use; |
| <i>Finding #5</i> | <i>The Chisago County Zoning Ordinance allows accessory structures without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.</i> |
| Factor #6 | The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use; |
| <i>Finding #6</i> | <i>See Finding #5.</i> |
| Factor #7 | The proposed use will not cause traffic hazard or congestion; and |

- Finding #7** *The proposed accessory structure is intended for personal storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns related to traffic hazards or congestion.*
- Factor #8** The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8** *The proposed use is consistent with accessory structures allowed in and located in the Agricultural (AG) District and will be sufficiently separated from neighboring properties by distance and vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

STAFF RECOMMENDATION

Staff believes that the proposed IUP complies with and is consistent with the intent of the County's Zoning Ordinance and recommends approval with conditions (see below).

Recommended Condition(s):

1. This approval allows for a singular accessory structure for personal storage / use without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in accordance with the site plan dated received October 6, 2022 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved site plan, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The accessory structure shall not have any sanitary facilities until and unless a principal use structure served by a Type 1 septic system has been constructed or the property owners request and are granted an Interim Use Permit Amendment to allow such facilities.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A. 3., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the 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 February 4, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1201, a resolution recommending approval of an Interim Use Permit allowing an accessory structure on property identified as PID 03.00441.31 in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Site plan (survey)
 - c. Building plans
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2022-1201

CC: Chad & Kari Rohman, property owners
County file

Permit #

22-2116**PLANNING ADMINISTRATIVE FORM**

Chisago County Department of Environmental Services

Recording Fee 1.18Base Fee \$525

Wetland or Septic Fees _____

Plat Compliance Fee _____

TOTAL FEE \$571Street Location XXX ANDEE AVE Tax Parcel # 030044131Legal Description SECTION 28 TWP. 036 RANGE 022 LOT 1, BLK 1 SUBDIVISION NAME OAK E-Mail Address: _____ADDITIONAL LOT 001 BLOCK 001 SUBDIVISION CD 03460
Owner: CHAD + KARI ROHMAN Day Phone _____Address 10690 108TH AVE N, HANOVER, MN 55341

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

Address S 28, T36, R22Type 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: 4.08.1 A3Description of request: TO BUILD A 34' x 90' POLE BUILDING MAR/APR 2023
(PERSONAL STORAGE)ADD BUILD A HOUSE AT SOMETIME IN THE FUTURE AT THE PARCELIf Variance Application, Brief Description of Practical Difficulty DESCRIBED ABOVE, (12.37 ACRES)Signature of Applicant Cel Rohman Date of Application 10/3/22

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 10-6-22Date Complete 10-7-2212-6-22
60 Day 120 Day Review PeriodDate of Public Hearing: 12-1-22

TOWNSHIP PRESENTATION FORM

SCANNED

Street Location XXX ANDEE AVELegal Description SECTION 28 TWP, 036 RANGE 022 LOT 1, BLK 1 SUBDIVISION NAME OAK
ADDITION LOT 001 BLOCK 001 SUBDIVISION 03460Owner Name CHAO + KARI ROHMANDay Phone: [REDACTED]Address: 10690 108TH AVE N, HANOVER, MN 55341Applicant:
(if other than owner)

Day Phone: ()

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: TO BUILD A 34' x 90' POLE BUILDING FOR PERSONAL STORAGE INWAO/APR 2023 AND BUILD A HOUSE AT SOMETIME IN THE FUTURE AT THE
PARCEL DESCRIBED ABOVE

Date of County Public Hearing:

(4.08.1 A3)

Date of Township Presentation:

(12.37 ACRES)

TOWNSHIP ACTION TAKEN

Approved ☒Denied ☐

Reasons and Conditions:

Signature of Township Officers:

[Signature]

[Signature]

[Signature]

Signature of Applicant

Date

10/3/22

WINNER & DEVELOPER

1000

LEGAL DESCRIPTION

the National Council of the International Order of the Knights Templar, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 8

ZOMING DISTRICT

1

LOT REQUIREMENTS

1. The first step is to identify the problem.

HOT AIR

450 • 0125



MOBILITY MAP
Section 28, T.36, R.22
Chicago County



POLE BUILDING - COPY

May 27, 2022

Attn: Jaime Tober (Latcham-Lind Lumber)

From: Bernie Stroh, P.E. (Stroh Engineering)

Re: Structural Review & Certification of Post Frame Building Plans
for CHAD ROHAN in CHISAGO COUNTY.

Memo: As requested, I have reviewed the Latcham-Lind Lumber plans and truss specifications for the proposed new post frame building for CHAD ROHAN. Please see attached review for structural design.

In my opinion, as a licensed Professional Engineer in the State of Minnesota with extensive experience in post frame building structures, the proposed building as described above and as shown on the attached certified drawings and specifications, complies with the structural requirements of the IBC 2018 Building Code and the Minnesota State Building Code (MSBC 2020).

A copy of this memo and the attached DESIGN REVIEW and all plans should be submitted to the local inspections office. Please contact me with any questions or comments and if I can be of any further service at this time.



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered engineer under the laws of the state of Minnesota. <i>B. Stroh</i> 5/27/22 Bernie Stroh, P.E. Date REG. NO. PE 14269	STROH ENGINEERING Consulting Structural Engineers strohengineering@1701.com	MEMO
	PROJECT: CHAD ROHAN HARRIS, MN CHISAGO COUNTY	
	POST FRAME BUILDING	

Building Description and Construction Type

PROPOSED BUILDING IS 34 FT. WIDE X 90 FT. LONG X 14 FT. HIGH (TRUSS BEARING HEIGHT).

THE BUILDING HAS STANDARD GABLE ROOF TRUSSES THAT SPAN 34 FT. THE ROOF TRUSSES ARE SPACED AT 7'-6" ON CENTER. THE ROOF TRUSS DESIGN LOAD IS 42 PSF SNOW LOAD + 5 PSF DEAD LOAD AT TOP AND BOTTOM CHORD.

TYPICAL ROOF PURLINS WILL BE 2X4 (2100 PSF MSR) PLACED ON EDGE AT 21" ON CENTER.

THE 12 FT. X 12 FT. END WALL DOOR DOES NOT REQUIRE A HEADER SINCE THE SPECIALLY DESIGNED GABLE ENDWALL TRUSS SUPPORTS THE ROOF LOADS.

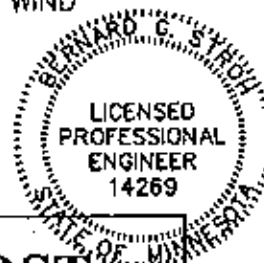
ROOF SHEATHING IS 29 GA. CORRUGATED METAL.

ALL POSTS ARE LITTFIN LAMINATED (3) 2X6 PLY SPACED AT 7'-6" ON CENTER AT SIDEWALLS AND 8'-0" AND 5'-5" O.C. AT ENDWALLS.

ROOF TRUSSES ARE ALIGNED AND BEAR ON NOTCHES AT POSTS. ALL GIRT SHEATHING IS 2X4 HORIZONTAL MEMBERS (1650 PSI) AT 24" ON CENTER WITH 29 GA. STEEL SIDING.

POURED CONCRETE FOOTINGS ARE 22" DIA. X 8" AT SIDEWALL POSTS. POURED CONCRETE FOOTINGS ARE 16" DIA. X 6" AT ENDWALL POSTS.

BOTTOM OF POURED FOOTINGS 60" BELOW GRADE.
POST FRAME BUILDING HAS BEEN DESIGNED FOR 115 MPH (ULTIMATE) WIND LOADS PER INTERNATIONAL BUILDING CODE.

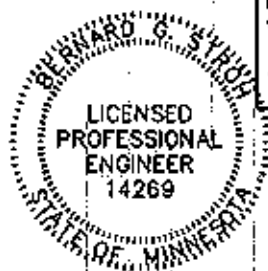


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered engineer under the laws of the state of Minnesota. <i>B G S</i> 5/27/22 Bernie Stroh, P.E. Date REG. NO. PE 14269	STROH ENGINEERING Consulting Structural Engineers strohengineering@1701.com	POST FRAME DESIGN REVIEW
	PROJECT: CHAD ROHAN HARRIS, MN CHISAGO COUNTY POST FRAME BUILDING	

$34 \times 90 \times 14$

Chad Rohan

Harris MN
Chicago City.



I, Bernard G. Strah, hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I that I am a duly licensed professional engineer under the laws of the State of Minnesota.

$E + C \rightarrow S$

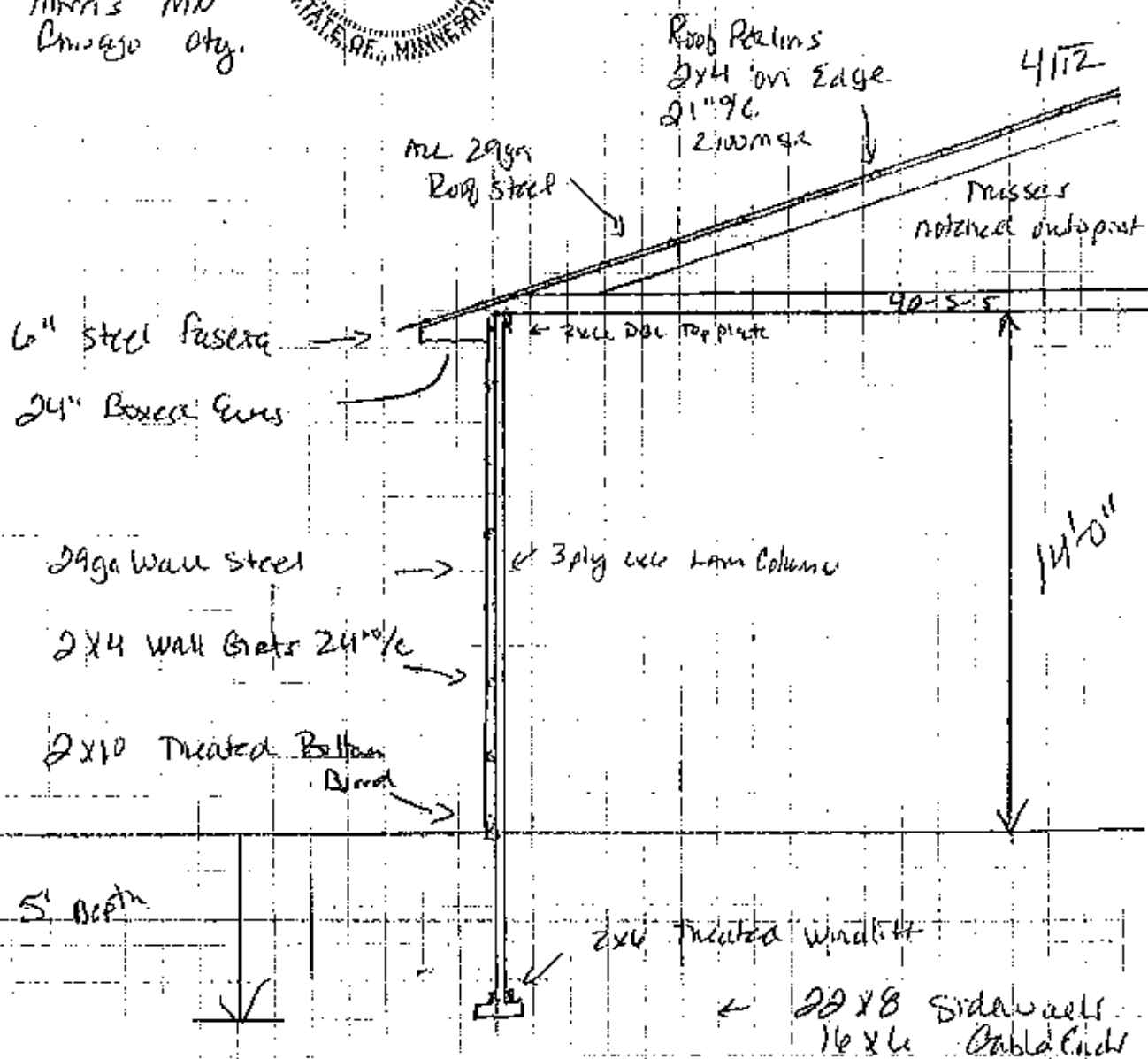
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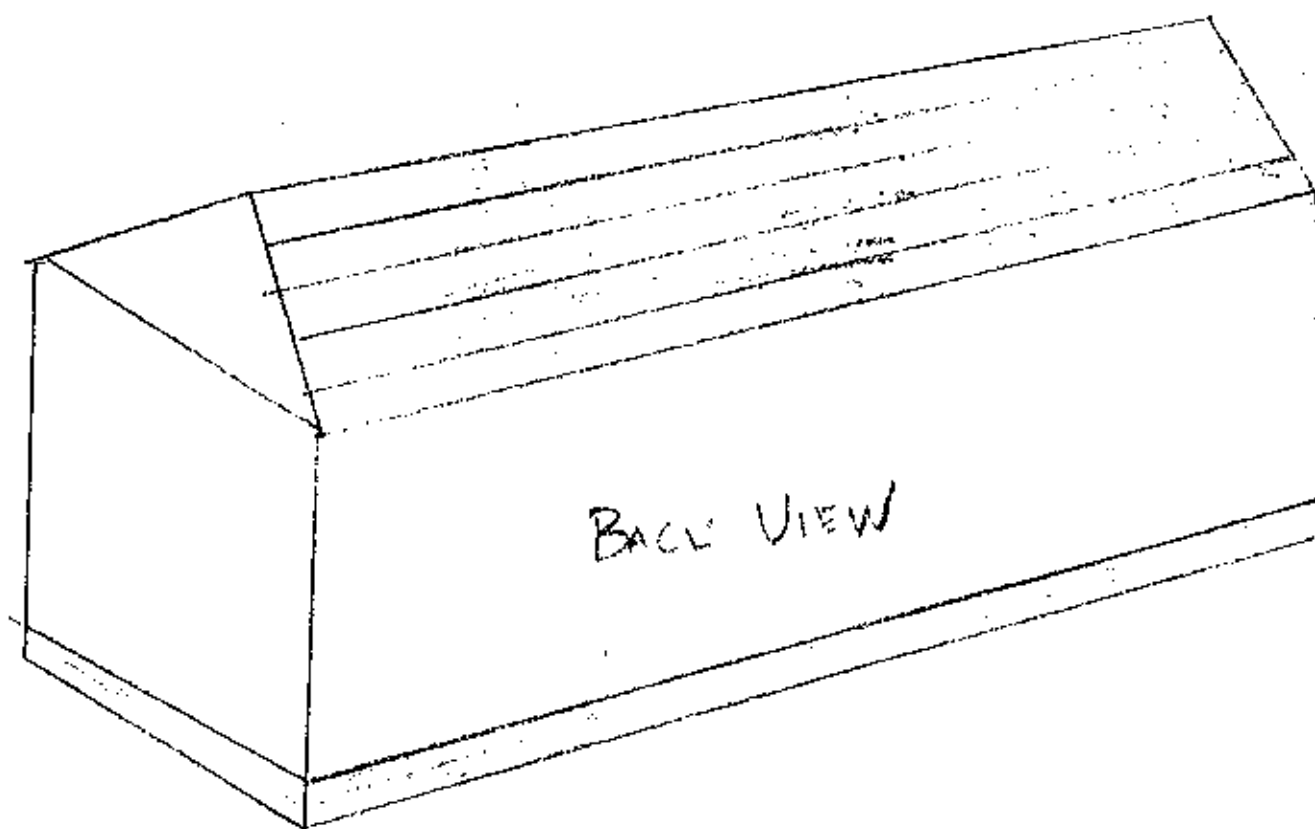
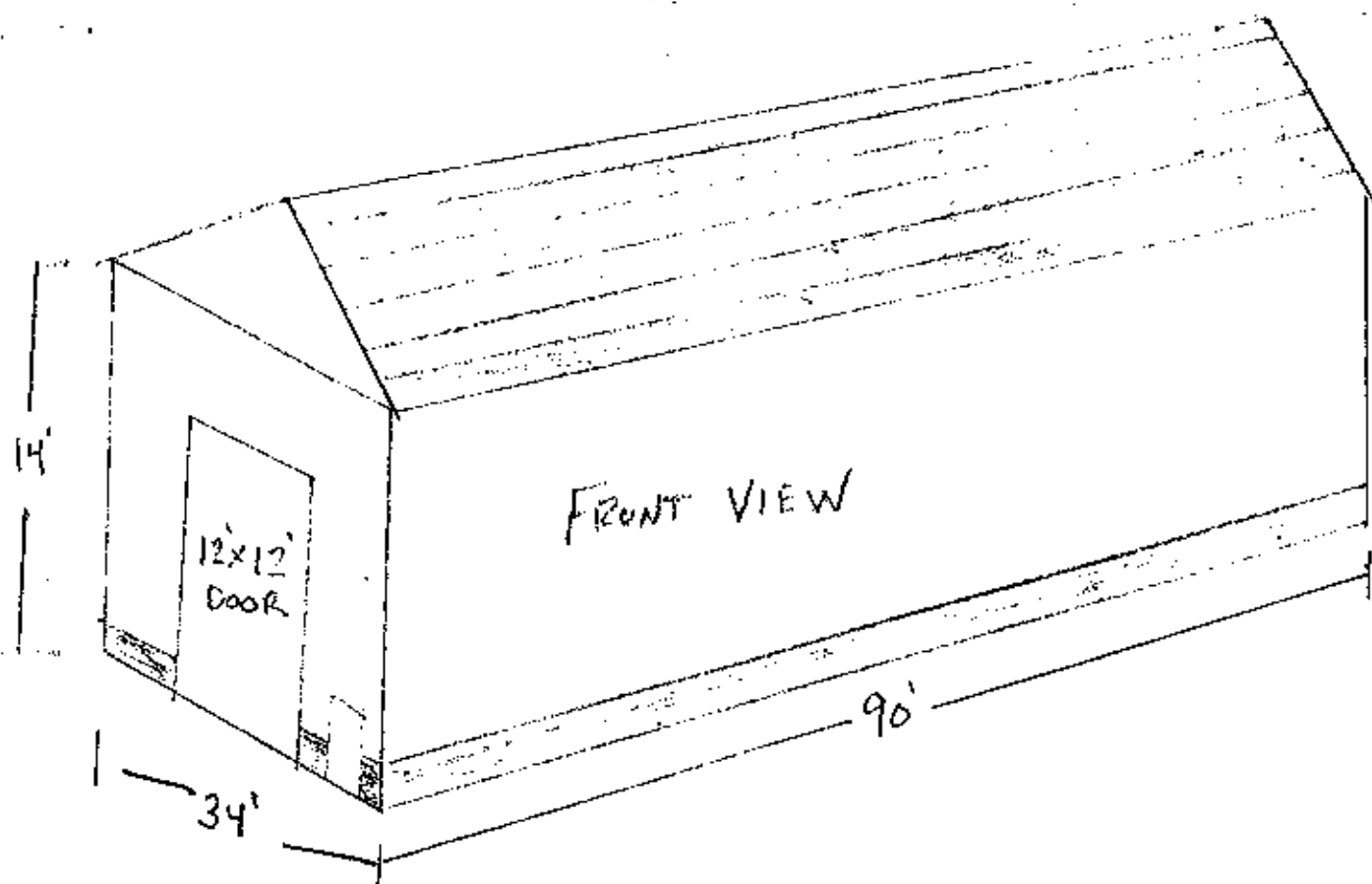
Bernard Stroh, P.E. REG. NO. 14258

STROM ENGINEERING

consulting structural engineers
PO BOX 1058
JEROME, AZ 86331
OFFICE: 808-483-2258

slrghengneng@1721.com







Chad and Kari Rohman - Aerial Photo

Property owners Chad & Kari Rohman are requesting an Interim Use Permit for an accessory structure without the presence of a principal use structure on 12± acres in the Agricultural (AG) District. The property is generally located ¼ mile south of Stark Road / CSAH 10 on Andee Avenue in Fish Lake Township, S28, T36, R22 (PID# 03.00441.31).

Rohman Property - 

03.00450.00

03.00441.20

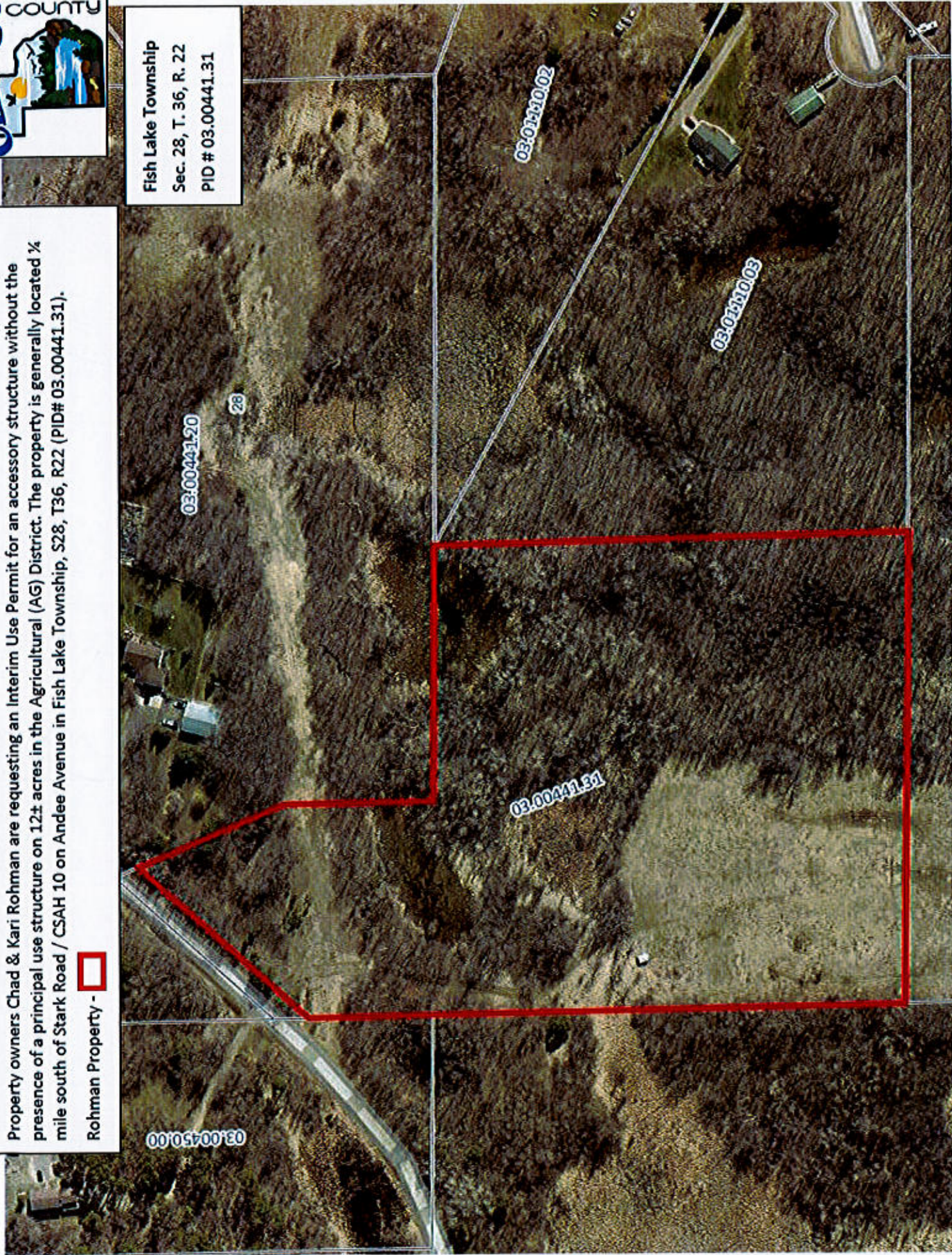
28

Fish Lake Township
Sec. 28, T. 36, R. 22
PID # 03.00441.31

03.00441.31

03.01110.02

03.01110.03



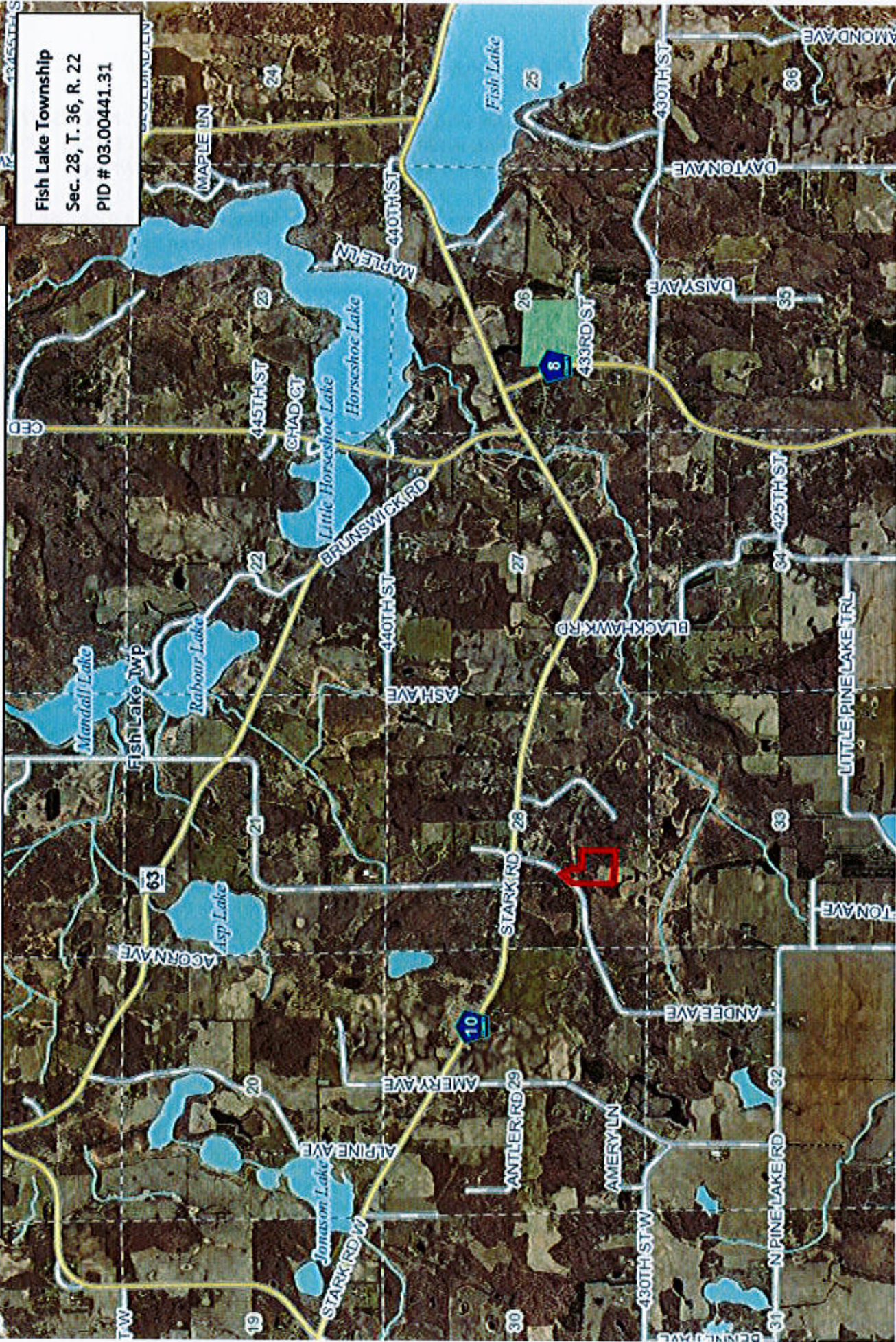
Chad and Kari Rohman - Aerial Photo

Property owners Chad & Kari Rohman are requesting an Interim Use Permit for an accessory structure without the presence of a principal use structure on 12± acres in the Agricultural (AG) District. The property is generally located ¼ mile south of Stark Road / CSAH 10 on Andee Avenue in Fish Lake Township, S28, T36, R22 (PID# 03.00441.31). Rohman

Rohman Property - 



Fish Lake Township
Sec. 28, T. 36, R. 22
PID # 03.00441.31



RESOLUTION NO. PC2022-1201

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE
ON PROPERTY IDENTIFIED AS PID 03.00441.31 IN FISH LAKE TOWNSHIP**

WHEREAS, Chad Rohman and Kari Rohman, property owners, submitted an application dated received October 6, 2022 and considered complete on October 7, 2022 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at 43xxx Andee Avenue in Fish Lake Township; and

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

WHEREAS, the subject site is 12.14± acres in size and legally described as:

PID 03.00441.31
Lot 1, Block 1, Oak Addition
Chisago County, Minnesota

WHEREAS, the Chisago County Board of Commissioners extended the review period for this request by an additional 60 days given that the initial 60-day review period, expiring on December 6, 2022, did not allow for due process. The extended review period expires on February 4, 2023; and

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

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

- | | |
|-------------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>The County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |
| Finding #3 | <i>Given the size of the subject site, the existing vegetation on and adjacent to the subject site, the size of adjacent properties and the fact that the structure will meet or exceed all required setbacks, the County finds that the subject site is sufficiently separated by</i> |

distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.

- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The applicant provided building plans for the proposed use and it appears that the design of the structure will be consistent with similar structures within the Agricultural (AG) District. The County finds that there is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The Chisago County Zoning Ordinance allows accessory structures without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The proposed accessory structure is intended for personal storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns related to traffic hazards or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed use is consistent with accessory structures allowed in and located in the Agricultural (AG) District and will be sufficiently separated from neighboring properties by distance and vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular accessory structure for personal storage / use without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in accordance with the site plan dated received October 6, 2022 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved site plan, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.

2. The accessory structure shall not have any sanitary facilities until and unless a principal use structure served by a Type 1 septic system has been constructed or the property owners request and are granted an Interim Use Permit Amendment to allow such facilities.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A. 3., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 1st day of December, 2022.

James McCarthy
Frank Storm
John Sutcliffe

Dave Whitney
Jolene Wille
Chip Yeager

Chip Yeager
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 17
Title of Item for Consideration: Timothy and Katherine Albrecht Interim Use Permit – Residential Kennel	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Property owners Timothy and Katherine Albrecht are requesting an Interim Use Permit (IUP) to allow a Residential Kennel to house six (6) existing companion dogs and three (3) existing livestock guardian dogs. The subject 10± acre property is located at 43750 Jess Avenue, Sunrise Township (PID #09.00615.10). At their meeting of December 1, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (6-0) approval of the Interim Use Permit with conditions, per Resolution No. PC2022-01202. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 60-day agency action deadline is, December 26, 2022. Among the options for the County Board at tonight's meeting are the following: • Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form; • Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval); • The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)). Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application." • The County Board may Deny the IUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended). Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting.	

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Timothy and Katherine Albrecht Interim Use Permit (IUP) to allow existing residential kennel. The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/1221____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Timothy and Katherine Albrecht Interim Use Permit (IUP) to allow a Residential Kennel on their 10+/- acre property at 43750 Jess Avenue, Sunrise Township (PID #09.00615.10)"

Implications of Action – Recommended Board action grants approval of the Interim Use Permit and allows the Residential Kennel, subject to conditions.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve _____

Deny _____

Other 

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1221-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING A RESIDENTIAL
KENNEL ON PROPERTY IDENTIFIED AS PID 09.00615.10 IN SUNRISE TOWNSHIP**

WHEREAS, Timothy Albrecht and Katherine Albrecht, property owners, submitted an application dated received October 13, 2022 and considered complete on October 27, 2022 for an Interim Use Permit (IUP) allowing a Residential Kennel on property located at 43750 Jess Avenue in Sunrise Township; and

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

WHEREAS, the subject site is 10± acres in size and legally described as:

PID 09.00615.10

That part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4), Section Twenty-six (26), Township Thirty-six (36), Range Twenty-one (21), Chisago County, Minnesota, lying South of the North 972 feet and lying northerly, westerly and northwesterly of the following described parcel (as described on a warranty deed recorded in Book 52 of Deeds, page 111): Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 26, Township 36, Range 21; thence running West on the South line of said Northeast Quarter of the Northwest Quarter, a distance of 44 rods; thence North 2 rods; thence East parallel to said South line a distance of 44 rods; thence South 2 rods to the place of beginning and being a strip of land 2 rods wide and 44 rods long along the South line of said Northeast Quarter of the Northwest Quarter of said Section 26, Township 36, Range 21.

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the IUP with conditions per Resolution No. PC2022-1202; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its December 21, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *The proposed Residential Kennel will have no associated use of parks, schools, streets, or other public facilities or utilities; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *Six of the nine dogs are housed in the dwelling and the three remaining dogs – being livestock guardian dogs – are housed in a heated and cooled pole building. The subject site includes an approximate 2-acre fenced enclosure for dogs to benefit from outdoor activity / exercise. The fenced enclosure appears to be screened by existing forestation. The County finds that the subject site is sufficiently separated by distance and/or screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Residential Kennel utilizes approximately two acres of fenced enclosure. The applicants have provided sites plans and site photos showing the fenced enclosures and fencing. After reviewing the application materials and the Planning Commission having conducted a site visit on November 29, 2022, the County finds no evidence to suggest that the Residential Kennel or the associated fenced enclosure will have an appearance that will have an adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The Chisago County Zoning Ordinance specifically allows Residential Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *Because the proposed Kennel is for residential use rather than commercial use, the applicants are not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Sunrise Township – has not identified any concerns related to traffic hazards or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received complaints from nearby property owners regarding noise. The County finds that noise resulting from the Residential Kennel can be better managed with implementation of established "quiet hours" / "outside hours" for the six house dogs and additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). If these additional measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than nine (9) dogs as specifically identified in the application materials dated received October 13, 2022 and kept on file with the Department of Environmental Services, including six (6) companion dogs and three (3) livestock guardian dogs. This approval does not allow for the keeping of any cats on the property.
2. The six (6) companion dogs shall be housed indoors (dwelling), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property. No more than two (2) companion dogs shall be outdoors at the same time, whether in the fenced enclosure or leashed and handled by a resident of the property.
3. The three (3) livestock guardian dogs shall be housed indoors (heated and cooled pole building), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property or their active agricultural service.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. The existing dogs shall not be replaced by new dogs as they pass or are otherwise rehoused, unless the number of dogs on the subject site is in compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners).
6. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
7. The fenced enclosure(s) shall maintain current setbacks, as illustrated on the application materials submitted by the applicant and maintained on file with the Department of Environmental Services. Any expansion or reconfiguration of the fenced enclosure shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
8. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household. Further, at least one resident of the household must be present any time that one or more dogs are outdoors.
9. To mitigate adverse impacts related to noise, the permit holder shall implement "quiet hours" / "outside hours" for the six (6) companion dogs in which they aren't allowed to be outdoors for longer than six hours a day, aside from brief periods of time for waste elimination. The "outside hours" shall allow for up to three (3) – two (2)-hour periods as follows:
 - a. Two (2) hours between the hours of 8:00 am and 12:00 pm;
 - b. Two (2) hours between the hours of 12:00 pm and 4:00 pm; and
 - c. Two (2) hours between the hours of 4:00 pm and 9:00 pm.

In no case shall these timeframes be combined to allow the dogs to be outside for longer than two (2) hours at a time.
10. To mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall plant and maintain additional landscaping along the entire northerly and southerly length of the fenced enclosure. Said landscaping shall include low-growing varieties that provide a visual barrier between the dogs and the neighboring parcels. Planting shall occur within one (1) year of Interim Use Permit approval.
11. There shall be no commercial activity of any kind associated with the Residential Kennel. Commercial activity shall be defined as boarding, grooming, training, or breeding. Further, no "non-resident" dogs or cats shall be housed or otherwise allowed on the subject site.

12. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. This Interim Use Permit shall expire at such time that the number of dogs kept on the subject site has been brought into compliance with the Chisago County Zoning Ordinance through attrition (a number not requiring approval from the Chisago County Board of Commissioners) or at such time that the permit holder sells the property and relocates, whichever comes first.
15. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: December 21, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

INTERIM USE PERMIT FOR RESIDENTIAL KENNEL

Timothy & Katherine Albrecht
43750 Jess Avenue
Sunrise Township
PID 09.00615.10

1



- Subject site located at 43750 Jess Avenue in Sunrise Township
- 10-acre property
- Zoned Agricultural (AG) District
- Site surrounded by Agricultural (AG) District
- Site developed with dwelling, accessory structures and fenced enclosure for dogs

SITE ANALYSIS

2

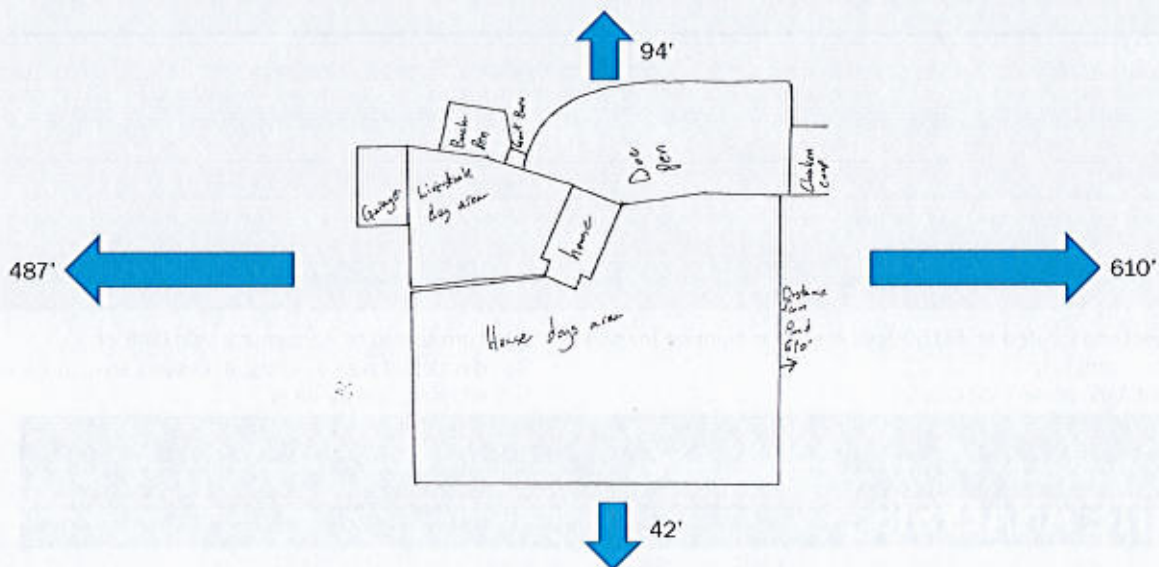
PROPOSAL ANALYSIS / DETAIL ABOUT EXISTING DOGS

Name	Breed	Housing	Approximate Age (years)
Lucy	Husky mix	Dwelling	6
Ruby	Terrier mix	Dwelling	3
William	Great Pyrenees / Golden Retriever mix	Dwelling	Not Provided
Scout	Red Setter	Dwelling	Not Provided
Ben	Great Pyrenees	Dwelling	7
Beau	Great Pyrenees	Pole Building (livestock guardian)	2
Penny	Great Pyrenees	Pole Building (livestock guardian)	3
Walter	Great Pyrenees	Pole Building (livestock guardian)	1.5
Bettley	Boxer	Dwelling	2

- Dog waste is collected and disposed of daily.
- None of the dogs roam the property freely. If they are outside of the structures or fenced enclosures, they are leashed and walked in groups of no more than three.
- The property owners utilize a trainer to ensure that the dogs are well-behaved amongst each other.
- The dogs receive regular veterinary care and are current on all vaccinations.
- All dogs are spayed or neutered; no breeding will take place.
- The property owners intend to allow the dogs to pass naturally or have them humanely euthanized when they've reached the end of their quality lives.
- The existing nine dogs will not be replaced with new dogs when they pass.
- The property owners have no intention of fostering or adopting any additional dogs.
- Six of the nine dogs reside in the dwelling and the three remaining dogs reside in the pole building serving as livestock guardian dogs.
- The pole building which houses the three livestock guardian dogs is heated and cooled.
- The property owners raise performance goats and chickens and the three livestock guardian dogs serve in protecting these animals and fowl.
- The property includes approximately two acres of fenced enclosure, immediately adjacent to the dwelling, allowing outdoor activity / exercise. There are separate enclosures for the house dogs and the livestock guardian dogs.
- Property owner Kate Albrecht works from home and is able to monitor dog activity throughout the day.
- The house dogs are only outside if a resident of the dwelling is home, otherwise they are confined to the dwelling.

3

SITE PLAN & APPROXIMATE SETBACKS OF FENCED ENCLOSURE



4



5

REVIEW PROCESS



Technical Review Committee
November 9, 2022

- No concerns identified



Sunrise Town Board
November 17, 2022

- Recommended approval with conditions:
 1. No dogs will be added to the property.
 2. As individual dogs pass, they are not to be replaced.
 3. The IUP will sunset with the number of dogs in compliance with the current Chisago County Zoning Ordinance.



60-Day Review Period

- Expires December 26, 2022

6

STAFF RECOMMENDATION

Staff recognizes that nearby property owners have expressed concern with noise resulting from the applicants' keeping of nine dogs; however, staff believes that the proposed IUP complies with and is consistent with the intent of the Chisago County Zoning Ordinance and that noise can be better managed / mitigated with implementation of noise reducing measures such as established "quiet hours" / "outside hours" for the house dogs and planting of additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). Staff recommends approval of the request with conditions.

Recommended Conditions 1 - 8 of 15:

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than nine (9) dogs as specifically identified in the application materials dated received October 13, 2022 and kept on file with the Department of Environmental Services, including six (6) companion dogs and three (3) livestock guardian dogs. This approval does not allow for the keeping of any cats on the property.
2. The six (6) companion dogs shall be housed indoors (dwelling), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property. No more than two (2) companion dogs shall be outdoors at the same time, whether in the fenced enclosure or leashed and handled by a resident of the property.
3. The three (3) livestock guardian dogs shall be housed indoors (heated and cooled pole building), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property or their active agricultural service.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. The existing dogs shall not be replaced by new dogs as they pass or are otherwise rehoused, unless the number of dogs on the subject site is in compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners).
6. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
7. The fenced enclosure(s) shall maintain current setbacks, as illustrated on the application materials submitted by the applicant and maintained on file with the Department of Environmental Services. Any expansion or reconfiguration of the fenced enclosure shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
8. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties.

7

STAFF RECOMMENDATION

Staff recognizes that nearby property owners have expressed concern with noise resulting from the applicants' keeping of nine dogs; however, staff believes that the proposed IUP complies with and is consistent with the intent of the Chisago County Zoning Ordinance and that noise can be better managed / mitigated with implementation of noise reducing measures such as established "quiet hours" / "outside hours" for the house dogs and planting of additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). Staff recommends approval of the request with conditions.

Recommended Conditions 9 - 15 of 15:

9. To mitigate adverse impacts related to noise, the permit holder shall implement "quiet hours" / "outside hours" for the six (6) companion dogs in which they aren't allowed to be outdoors for longer than six hours a day, aside from brief periods of time for waste elimination. The "outside hours" shall allow for up to three (3) - two (2)-hour periods as follows:
 - a. Two (2) hours between the hours of 8:00 am and 12:00 pm;
 - b. Two (2) hours between the hours of 12:00 pm and 4:00 pm; and
 - c. Two (2) hours between the hours of 4:00 pm and 9:00 pm.
 In no case shall these timeframes be combined to allow the dogs to be outside for longer than two (2) hours at a time.
10. To mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall plant and maintain additional landscaping along the entire northerly and southerly length of the fenced enclosure. Said landscaping shall include low-growing varieties that provide a visual barrier between the dogs and the neighboring parcels. Planting shall occur within one (1) year of Interim Use Permit approval.
11. There shall be no commercial activity of any kind associated with the Residential Kennel. Commercial activity shall be defined as boarding, grooming, training, or breeding. Further, no "non-resident" dogs or cats shall be housed or otherwise allowed on the subject site.
12. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. This Interim Use Permit shall expire at such time that the number of dogs kept on the subject site has been brought into compliance with the Chisago County Zoning Ordinance through attrition (a number not requiring approval from the Chisago County Board of Commissioners) or at such time that the permit holder sells the property and relocates, whichever comes first.
15. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

8

OPTIONS & ACTION REQUESTED

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. (Note: if the Commission considers this option, specific factor(s) for denial should be included in the motion.)
3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on December 26, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1202, a resolution recommending approval of an Interim Use Permit allowing a Residential Kennel on property identified as PID 09.00615.10 in Sunrise Township, with Findings of Fact and conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Interim Use Permit for Residential Kennel
 43750 Jess Avenue, Sunrise Township
 DATE: December 1, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a request for an Interim Use Permit (IUP) allowing a Residential Kennel for the keeping of nine dogs on 10± acres in the Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Applicant(s):	Timothy Albrecht
Property Owner(s):	Timothy & Katherine Albrecht
Location:	43750 Jess Avenue Sunrise Township Section 26, Township 36, Range 21
PID:	09.00615.10
Property Area:	10± Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	October 13, 2022
Date Application Complete:	October 27, 2022
60-Day Review Period:	December 26, 2022



BACKGROUND

Property owners Timothy & Katherine Albrecht are requesting an Interim Use Permit (IUP) to allow a Residential Kennel for the keeping of nine dogs on 10± acres in the Agricultural (AG) District. The Albrechts currently own and house all nine dogs and they're requesting the IUP as a result of a code enforcement action initiated by a complaint received by the Department of Environmental Services. In other words, the Albrechts are requesting an after-the-fact IUP.

The Zoning Ordinance defines Residential Kennel as "any place where three (3) or more dogs or three (3) or more cats, over the age of four (4) months of age, or ten (10) or more other domestic companion animals are kept as pets. The applicants have stated that there are nine dogs residing on the property (six being companion animals / pets and three being livestock guardian dogs) but there are no, nor will there ever be, cats residing on the property.

SITE & PROPOSAL ANALYSIS

The 10±-acre subject site is located on Jess Avenue in Sunrise Township, approximately 1/3 mile south of Sunrise Road / CSAH 9. The topography of the site includes heavy forestation and fairly level elevations ranging from 843' to 853'. The site has been developed with a dwelling, accessory structures and a fenced enclosure for the dogs, all of which are generally situated in the center of the property (west to east). The subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range in size from 10 acres to 140 acres, with the majority of properties having been developed for residential purposes, used for agricultural purposes, or remaining undeveloped. The immediate area is heavily wooded.

The application materials explain that the property owners currently have nine dogs and provide detail about how each dog came to reside on the subject site. The table below provides detail about each dog:

Name	Breed	Housing	Approximate Age (years)
Lucy	Husky mix	Dwelling	6
Ruby	Terrier mix	Dwelling	3
William	Great Pyrenees / Golden Retriever mix	Dwelling	Not Provided
Scout	Red Setter	Dwelling	Not Provided
Ben	Great Pyrenees	Dwelling	7
Beau	Great Pyrenees	Pole Building (livestock guardian)	2
Penny	Great Pyrenees	Pole Building (livestock guardian)	3
Walter	Great Pyrenees	Pole Building (livestock guardian)	1.5
Bentley	Boxer	Dwelling	2

The written narrative explains that the property owners are seeking an IUP for Residential Kennel in order to allow the current nine dogs to live out their natural lives or until the property owners sell the property and relocate. The narrative also provides the following details:

- Dog waste is collected and disposed of daily.
- None of the dogs roam the property freely. If they are outside of the structures or fenced enclosures, they are leashed and walked in groups of no more than three.

- The property owners utilize a trainer to ensure that the dogs are well-behaved amongst each other.
- The dogs receive regular veterinary care and are current on all vaccinations.
- All dogs are spayed or neutered; no breeding will take place.
- The property owners intend to allow the dogs to pass naturally or have them humanely euthanized when they've reached the end of their quality lives.
- The existing nine dogs will not be replaced with new dogs when they pass.
- The property owners have no intention of fostering or adopting any additional dogs.
- Six of the nine dogs reside in the dwelling and the three remaining dogs reside in the pole building serving as livestock guardian dogs.
- The pole building which houses the three livestock guardian dogs is heated and cooled.
- The property owners raise performance goats and chickens and the three livestock guardian dogs serve in protecting these animals and fowl.
- The property includes approximately two acres of fenced enclosure, immediately adjacent to the dwelling, allowing outdoor activity / exercise. There are separate enclosures for the house dogs and the livestock guardian dogs.
- Property owner Kate Albrecht works from home and is able to monitor dog activity throughout the day.
- The house dogs are only outside if a resident of the dwelling is home, otherwise they are confined to the dwelling.
- The attached site photos illustrate and describe fencing, signage, and proximity of fenced enclosures to structures.

The written narrative states and the site plan illustrates that the closest neighboring structures are located 732' (PID 09.00619.10, Reichkitzer) and 818' (PID 09.00615.00, Gervais) from the fenced enclosure. As a point of clarification, the site plan shows that the fenced enclosure is 818' from the Gervais' pole building; however, aerial photography measuring tools identify that the fenced enclosure is approximately 690' from the Gervais dwelling (located southeast of the pole building). The site plan also shows that the fenced enclosure is approximately 610' from Jess Avenue. The site plan does not provide other setbacks for the fenced enclosure, but staff estimates them to be as follows:

- South property boundary (side yard) – 42'
- East property boundary (rear yard) – 487'
- North property boundary (side yard) – 94'

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with Timothy Albrecht on November 9, 2022. Albrecht confirmed that no dogs are left out overnight; the existing fencing for the enclosures is 48" tall; and, there are two signs on the property alerting people that there are dogs on site. In addition, Albrecht offered suggestions for noise mitigation, including the possibility of implementing "quiet hours" / "outside hours" and/or additional landscaping to block the dogs' view of neighboring parcels. The committee did not identify any concerns with the IUP.

The Sunrise Town Board considered the proposed IUP at its November 17, 2022 meeting and recommended approval 4-1 with the following recommended conditions of approval:

1. No dogs will be added to the property.
2. As individual dogs pass away, they are not to be replaced.
3. The IUP will sunset with the number of dogs in compliance with the current Chisago County Zoning Ordinance.

These recommended conditions of approval have been incorporated into staff's recommended conditions of approval.

The application was submitted on October 13, 2022 and deemed complete on October 27, 2022. The State mandated 60-day review period expires on December 26, 2022.

WRITTEN TESTIMONY

In response to the public hearing notice for this request and prior to the completion of this staff report, the County received written testimony from two neighboring property owners (attached). Both property owners have expressed concern with noise resulting from the Albrecht's nine dogs. Staff notes that the applicant has offered suggestions to help mitigate noise and these mitigation measures have been incorporated into staff's recommended conditions of approval (i.e., implementation of "quiet hours" / "outside hours" and additional landscaping to block the dogs' view of neighboring parcels).

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 (Interim Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed interim use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

Factor #1	The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;
Finding #1	<i>The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i>
Factor #2	The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
Finding #2	<i>The proposed Residential Kennel will have no associated use of parks, schools, streets, or other public facilities or utilities; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.</i>
Factor #3	The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
Finding #3	<i>Six of the nine dogs are housed in the dwelling and the three remaining dogs – being livestock guardian dogs – are housed in a heated and cooled pole building. The subject site includes an approximate 2-acre fenced enclosure for dogs to benefit from outdoor activity / exercise. The fenced enclosure appears to be screened by existing forestation. The County finds that the subject site is sufficiently separated by distance and/or screening from adjacent development so as to neither cause undue negative impact nor deter future development.</i>
Factor #4	The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

- Finding #4 The proposed Residential Kennel utilizes approximately two acres of fenced enclosure. The applicants have provided sites plans and site photos showing the fenced enclosures and fencing. After reviewing the application materials and the Planning Commission having conducted a site visit on November 29, 2022, the County finds no evidence to suggest that the Residential Kennel or the associated fenced enclosure will have an appearance that will have an adverse effect upon adjacent properties.*
- Factor #5** The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 The Chisago County Zoning Ordinance specifically allows Residential Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6** The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 See Finding #5.*
- Factor #7** The proposed use will not cause traffic hazard or congestion; and
- Finding #7 Because the proposed Kennel is for residential use rather than commercial use, the applicants are not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Sunrise Township – has not identified any concerns related to traffic hazards or congestion.*
- Factor #8** The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received complaints from nearby property owners regarding noise. The County finds that noise resulting from the Residential Kennel can be better managed with implementation of established "quiet hours" / "outside hours" for the six house dogs and additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). If these additional measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

STAFF RECOMMENDATION

Staff recognizes that nearby property owners have expressed concern with noise resulting from the applicants' keeping of nine dogs; however, staff believes that the proposed IUP complies with and is consistent with the intent of the Chisago County Zoning Ordinance and that noise can be better managed / mitigated with implementation of noise reducing measures such as established "quiet hours" / "outside hours" for the house dogs and planting of additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). **Staff recommends approval of the request with conditions (see below) and has prepared a resolution for the Commission's consideration.**

Recommended Condition(s):

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than nine (9) dogs as specifically identified in the application materials dated received October 13, 2022 and kept on file with the Department of Environmental Services, including six (6) companion dogs and three (3)

livestock guardian dogs. This approval does not allow for the keeping of any cats on the property.

2. The six (6) companion dogs shall be housed indoors (dwelling), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property. No more than two (2) companion dogs shall be outdoors at the same time, whether in the fenced enclosure or leashed and handled by a resident of the property.
3. The three (3) livestock guardian dogs shall be housed indoors (heated and cooled pole building), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property or their active agricultural service.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. The existing dogs shall not be replaced by new dogs as they pass or are otherwise rehoused, unless the number of dogs on the subject site is in compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners).
6. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
7. The fenced enclosure(s) shall maintain current setbacks, as illustrated on the application materials submitted by the applicant and maintained on file with the Department of Environmental Services. Any expansion or reconfiguration of the fenced enclosure shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
8. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties.
9. To mitigate adverse impacts related to noise, the permit holder shall implement "quiet hours" / "outside hours" for the six (6) companion dogs in which they aren't allowed to be outdoors for longer than six hours a day, aside from brief periods of time for waste elimination. The "outside hours" shall allow for up to three (3) – two (2)-hour periods as follows:
 - a. Two (2) hours between the hours of 8:00 am and 12:00 pm;
 - b. Two (2) hours between the hours of 12:00 pm and 4:00 pm; and
 - c. Two (2) hours between the hours of 4:00 pm and 9:00 pm.

In no case shall these timeframes be combined to allow the dogs to be outside for longer than two (2) hours at a time.

10. To mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall plant and maintain additional landscaping along the entire northerly and southerly length of the fenced enclosure. Said landscaping shall include low-growing varieties that provide a visual barrier between the dogs and the neighboring parcels. Planting shall occur within one (1) year of Interim Use Permit approval.
11. There shall be no commercial activity of any kind associated with the Residential Kennel. Commercial activity shall be defined as boarding, grooming, training, or breeding. Further, no "non-resident" dogs or cats shall be housed or otherwise allowed on the subject site.
12. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be

a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

14. This Interim Use Permit shall expire at such time that the number of dogs kept on the subject site has been brought into compliance with the Chisago County Zoning Ordinance through attrition (a number not requiring approval from the Chisago County Board of Commissioners) or at such time that the permit holder sells the property and relocates, whichever comes first.
15. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.)*
3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on December 26, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1202, a resolution recommending approval of an Interim Use Permit allowing a Residential Kennel on property identified as PID 09.00615.10 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Written narrative
 - c. Site photos
 - d. Site plans
2. Written testimony – Kenneth Henne
3. Written testimony – Jayme Reichkitzer
4. Aerial photo (1) – subject site
5. Aerial photo (2) – vicinity map
6. Draft Resolution No. PC2022-1201

CC: Timothy & Katherine Albrecht, property owners
County file

Permit #

22-2191

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee \$46
Base Fee \$525

Wetland or Septic Fees _____

Plat Compliance Fee _____
09, TOTAL FEE \$571

Street Location

Sunrise Township

Tax Parcel #

90.00615.10

Legal Description

E-Mail Address: _____

Owner:

Timothy Albrecht

Day Phone

Address

43750 Jess Ave Harris, mn 55032

Applicant (if other than owner)

Day Phone

()

Address

S26, T36, R 21

Type of Request:

Variance

☐

Preliminary Plat

☐

Administrative Appeal

☐

Administrative Permit

☐

Conditional Use Permit

☐

Ordinance Amendment

☐

Interim Use Permit

☒

Rezoning

☐

(or amendment to IUP)

Applicable section of ordinance:

5.06, 01

Description of request:

Establish a residential Kennel

If Variance Application, Brief

Description of Practical

Difficulty

Signature of Applicant

Date of Application

10/13/2022

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

Date Received

10-13-22

Date Complete

10-27-22

12-26-22
60/ 120 Day Review Period

Date of Public

Hearing:

12-1-22

TOWNSHIP PRESENTATION FORM

Street Location Sunrise Township

Legal Description _____

Owner Name Timothy Albrecht Day Phone: [REDACTED]

Address: 43750 Jess Ave Harris, mn 55032

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

Address: _____

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

Description of Request: Establish a residential Kennel

Date of County Public Hearing: Thurs 12-1-22

Date of Township Presentation: Town Board 11-17-22

Sunrise

TOWNSHIP ACTION TAKEN

APPROVED w/ conditions
+ one NAY
Jeske
Noordergraaf

motion by Mark Osland, second by Eric Leivian to approve the IUP accepting the Sunrise Township Planning Commission recommendations with the following conditions:

- No dogs will be added to the property
- As individual dogs pass away they will not be replaced, and
- The Interim Use Permit (IUP) will sunset with the number of dogs in compliance with the current Chisago County Ordinance.

motion carried 3 of Township Officers:

Mark Osland
Carl Peterson
Eric Leivian

[Signature]

Signature of Applicant

10/13/2022
Date

To Whom it may concern

Thank you for taking the time to look over our application for a interim use permit for a residential kennel. We are the Albrecht family, Tim, Kate and our 3 children Leah (10), Hayden (8), and Myla (7). We would like to share a little about ourselves and how we have acquired the dogs in our home and why we wish to be allowed to keep our dogs. We rented for many years. As the housing market was doing well numerous times we would live at a house for a year and the owners would decide to sell the house requiring us to move. We have moved 7 times in 9 years. We finally got to a point where we were able to buy a house. Our first consideration was we wanted land with limited to no neighbors. We fell in love with our 10 acres in the woods as it would give us a quite and private setting for our family. Since moving a year and a half ago we have started a home based business raising and selling performance goats, and selling goat milk related products. We joined the county 4H and took a 1st and two 2nd places at the Chisago county fair this summer. The story of our dogs is not as simple. When our oldest daughter was 18 months old we decided to get a dog. We went to a rescue event and got our first dog Jake. He was a great pyrenees/yellow lab mix but we were told he wanted an Anatolian Shepard at the time. A few days later My wife needed to return to work as a nurse. Jake ate every window sill in our home while I was gone that day for 8 hours. We contacted the rescue who shared he had been rehomed five times for similar behavior and were told we were his last chance. At that time we made a drastic life change, Kate changed her appointment at work to casual so Jake would not have to be alone. Jake had been let down by so many already people that we were not going to let him be put down. Over the next year he stopped eating our home and proved to be the best dog anyone could ask for. He was Leah's best friend, he laid next to our children so they could climb him to learn to walk. He walked between our family and cars on the road to protect us. He was truly a family member like everyone else. We lost him this past spring at the age of 14. He struggled for 6 months with degenerative myelopathy and hypertension. It took many vet visits, medications, and x-rays to do everything to buy him good time so that maybe the warmer weather would help him. In the end his back legs couldn't make it back up the steps to the house and it was his time.

When we first got Jake he was suffering from separation anxiety cause him to try to get out of the house and cause damage to the home. We consulted a trainer and he recommended we get another dog to help him calm down during the day. So we fostered Lucy through another rescue. She was from the Red Lake Reservation found under a car. She was and is very shy, but loves every drop of attention she can get. She hid under our youngest daughter's crib and still to this day finds refuge under our bed. After Lucy came to live with us she did help Jake overcome his need for us to be home with him. We could go shopping or to a family event and know he was fine sleeping on the couch. We were always very thankful for our two damaged and broken dogs that were now living a happy life that a few years later when we were asked to foster another puppy we said yes. Over the course of three years Seventy-five dogs of varying ages came through our home. Some were fresh litters that the mom had passed and required bottle feedings every 2 hours. Some were sick, and needed vet visits, IV fluids, medications or surgery. We also felt that humans had failed them and we needed to show them that humans can be good too. Our kids were right there with us, bottle feeding puppies, holding the fluids bag

up, putting up exercise pens outside for puppies to run around, learning respect for scared animals, and learning wonderful communication skills while sharing the dogs story with potential adopters. Some dogs along the way have stayed because they didn't fit the mold. Its amazing how not liking the leash, or not being ok with 10 hours a day in a kennel, or not good with strange dogs is an immediate disqualifier for potential adopters. We have included a sheet with all of our dogs currently and their story. Bentley was our final foster. Upon moving to our current home we put in our notice with the rescue and no longer foster or have any intention to continue. During Covid we saw the ugly truth about rescue that while we felt like we were doing selfless work trying to rehab these animals and find them families that will love them like our family loves ours. The rescue saw these animals as good inventory or bad inventory and the level of care and compassion for each animal slow dissolved into a money grab while people were sheltering in place with time to give a new pet. We simply could not be put in the place to keep any more unadoptable dogs, and couldn't face the conversation knowing they would be euthanized otherwise.

We did not set out to own this many dogs nor is it something we plan to do forever. We do feel these dogs deserve the best life until they reach the natural end of life. Each time we took a new rescue dog into our home we promised them they were now safe and would be cared for. Our biggest thing when searching for our current home was no neighbors. As much as I love dogs, I am very familiar with how annoying it can be to live next to an obnoxious dog. When we first moved the priority was fencing. We started in the back of our home and moved to the front to provide 2 acres of enclosure for the dogs to exercise while not disturbing neighbors. We have installed gates suitable for livestock so they are never running at large, and disturbing other properties. Kate works from home so the dogs are tended to all day. They are only outside if someone is home, otherwise they are confined to their respected areas. We also do not leave any windows open when we leave. We are never gone overnight because we need to care for the animals. When the dogs are out if there's a disturbance that would ensue barking we immediately bring them in if they will do not stop withing a few seconds. This rarely happens unless there are coyotes yelping in the distance. There is a situation when our neighbor to the south runs his truck around his property on a sort of mudding track. The noise from him revving the truck will cause them to bark at which point we bring the dogs in. It is unfortunate that this neighbor by his own admission does this on purpose sofe to upset my dogs. We are strong believers in property rights that if that is what he chooses to do with his property that is his choice. We pick up the dogs waste daily and dispose of it properly. We will from time to time walk them around outside of the fenced areas solely on our property and they are always leashed and never free to roam. When going for walks only three are walked together at a time. We have a trainer we work regularly with to ensure they are well behaved amongst each other. They are all regularly vetted, and up to date on all vaccines as well. All of the dogs have come from a rescue situation so are spayed and or neutered. No breeding will ever take place. The three Great Pyrenees that are used for guarding our goats and chickens live in the heat and cooled pole garage have a separate enclosure that boarders our livestock animals. We are not typical livestock dog owners and do bring them in at night. Living with a large coyote population, bears, and of recent sightings on trail cameras of a mountain lion, having them protect our livestock and livelihood is important. They provide an aura of protection around the livestock

that we have not lost a single animal to predators due to their presence. Our goats generate income and allow for Kate to stay home and homeschool our children.

In closing our wish is to be granted an interim use permit for a residential kennel to allow the current dogs we have live out their natural lives or if we should choice to relocate. We will do normal vetting to keep them in good health but as they naturally pass or come to the point where their quality of life directs us to humane euthanization we do not intend to replace them. We do not intend to participate in any rescue fostering at any point move forward or provide sanctuary to other dogs. We are asking for the interim use permit until we no longer own the property. We have no intent to sell anytime soon but also can not estimate the time each dog has left to live. Our beloved Jake was a great pyrenees mix and was expected to live 10 years and he made it almost to 15 due to our diligent care. Some people view their dogs as just dogs, but to us they are family. Each one that has come into our care has a story and a reason to give up but we have nurse them back to health and showed them they are love and deserving of that love. We hope that you will allow us to provide them with the lives they all deserve and keep them together.

Attached you will find a biography of each Dog kept on the premises as well as a site map of where they are kept in regards to adjacent properties. The fenced area around the home is marked in teal and the lines in red lead to the nearest structures 818 ft. and 732 ft. away respectively through a heavily wooded area.

Thank you for your time and consideration

The Albrecht Family



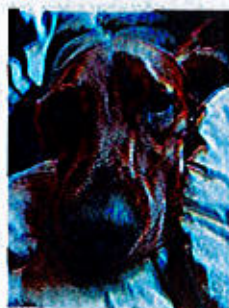
Lucy was our first foster dog. She is from the Leech lake reservation. We believe she is a husky mix of some kind. She was found under a car living with her mother and sisters as a puppy. We adopted her Feb of 2017 to accompany Jake. She is currently Six years old. She is very timid and prefers to be hiding out somewhere in the house. Lucy weighs approx 40lbs. She is kenneled when we are gone. She lives in the main home.



We got the call to foster Ruby in 2019. She is a terrier mix. She was removed from a home severely malnourished tied to a 2 ft steak in the ground with a chain bigger than her. Upon coming to us it was discovered Ruby needed some specialized training. Being a tiny terrier she had a ton of energy and hated leashes. We worked with the rescues trainer to get her accustomed to leashes for short stints if needed, However due to her life before us she much prefers to not be tied to them. After fostering Ruby for a year the rescue told us they were not in a place to "Warehouse animals who struggled to find a home", Our choices were to adopt her or she would be euthanized. After we bonded with her for a year the choice was to keep her. Ruby has since calmed down. She has found a best friend in our other dog Bentley. Ruby is approximately 25 pounds and 3 years old. She resides in the main home. She is kenneled when we are gone.



William was a foster we were called to take due to his medical needs. He is a great pyrenees/ golden retriever mix. When he arrived his fur was severely matted and had over 365 large engorged ticks on him. He had large wounds on his head due to being attacked in the kennel environment he was housed in in Kentucky. Upon going through intake vetting it was discovered he had a severe bacterial infection on his paws as a result of chemical burns from the cleaners they used to clean the kennels. We fostered William for 6 months until he was ready for adoption. Unfortunately after leaving William home alone a few times we discovered he had significant separation anxiety to the point of injuring himself. We worked with the trainer from the rescue and he was deemed unadoptable due to this. We were faced with the decision to either keep him or euthanize him. The choice was made to adopt him. William is 50lbs. He is housed in the main home. He has free roam when we are gone and is ok as long as another dog is with him. He does however prefer to come with us so does most of the time when we are gone.



Scout is a papard red setter. He was obtained from a gentleman who realized he could not hunt two dogs at once. He is 50lbs and is a true bird dog. Scout spends his days running the fence line looking for birds. He is obsessed. He is housed in the main home and left out with Bill when we are gone. He also enjoys going with us so will frequently run errands with us as well.



We got the call from a rescue in Missouri about a feral pack of Pyrenees. A woman owned 25 of them, numerous cats, goats and chickens in Iowa. A Missouri Rescue was working with law enforcement to have the woman sign over the dogs as they were running the streets and getting injured. This went on for months. Finally in November 2018, Ben was able to be rescued along with his sister. At that time only 11 of the dogs remained due to being killed; the others rescued were sent to other rescues in the country. The woman stated she had moved from her property but would come every 2 days to throw a 40lb bag of food for them. 25 dogs with only

40lbs of food every 2 days meant Ben was severely malnourished he weighed 51lbs when we got him. When we met transport Ben was a soulless shell of a dog. Tim needed to carry him as he would not stand on his own. He was mentally broken. After bathing him pulling off ticks finding healing old wounds we set Ben up in a room by himself to decompress. Over the course of a month we tried everything to get him to eat. We tried steak, cheese, canned dog food, nearly everything safe for a dog to eat. He would shudder at the slightest touch and try to hide when we entered the room. This went on for months. The rescue we fostered him thru had never encountered a dog this broken. When we finally got him to at least walk around we discovered he had a significant limp in his right shoulder. We took him to the vet, after bloodwork and x-rays he was found to have ehrlichiosis, a tick borne illness. We also found out at this time that he had been shot and his entire body cavity was littered with buckshot. Unfortunately nothing can be done for that as there is too much to operate. He was treated for the ehrlichia but he is lazy due to the effects. After 6 months of no progress the rescue gave us the option to adopt or euthanize. After knowing what he went through we decided to keep him. I contacted a trainer based out of South Carolina who was very knowledgeable in the breed as well as rescue dogs. He is a holistic behaviorist and has helped us with all the dogs over the past 3 years.. Ben has made leaps and bounds since moving to our new home and us working with the trainer. He eats in front of us, will take food from our hands, and enjoys Scratches now. He is housed in the main home and is left to free roam inside when we leave. Best guess is he is around 7 years old. He is 140lbs and a Great Pyrenees.



Beau was rescued as a 5 month old puppy. He was from a farm in Verndale, Minnesota who took very poor care of their animals. He was fed roadkill only. Within days of coming to stay with us he came down with parvo. I treated him at home under the rescue vets guide. He required IV fluids, meds, and feeding around the clock for a week. There were moments I was sure we were going to lose him. He is a miracle. He survived and has grown into a beautiful well mannered dog. He guards our goats and children when they

are outside playing. He does like to visit the Grumpy Minnow patio in the summer. Being used as a Livestock guardian he is housed in the pole garage. It is heated in the winter and also air conditioned in the summer. He does sometimes frequent the main home as well. He is a Great Pyrenees and 160 lbs. He is approximately 2 years old and very bonded to Penny and Walter.



We got the call to foster Penny after she was killing chickens. She was moved to two separate farms for the issue. She was rescued from a farm in

Sandstone. Upon Penny living with us a month to our surprise she was pregnant. This was merely weeks before our purchase of our home. We whelped her puppies and they were rehomed after moving. Penny is sweet as sugar and the best Livestock dog. She is very patient with the baby goats. We have spent many hours training her to be appropriate with the chickens. Penny is housed in the pole garage with Beau and Walter. She is approximately 3 years old and around 90 lbs. She is a Great Pyrenees.



Walter is one of Penny's puppies. We decided to keep Walter as a show prospect for our children in 4h. He was easier to train and "undamaged" like the other rescue dogs making him a wonderful prospect for the Dog Project. He is housed with Penny and Beau in the pole garage. He is working very hard to learn the ins and outs of guarding livestock. He is very bonded to Penny and Beau together, they make an amazing team. He is a year and a half old and around 120 lbs. He is also a Great pyrenees.



Bentley is a boxer. He was a very difficult foster and the one that ended our foster Journey. We got the call about Bentley in October of 2020 2 days before intake. I was already swimming in dogs and was told he just needed to be housed thru the weekend, so of course I said yes. We were told he had been hit by a car. When he arrived he was near lifeless but wailing in pain. We were told to keep him as calm as possible until his appointment at Blue Pearl Animal Hospital the following tuesday. I remember thinking, "we can do this, only 3 days". When we arrived home after listening to him cry the entire way we brought him to a quiet room to get him out of the kennel. We had to cut the top off the kennel to get him out. His tail had been partially amputated and was skinned. Paper newspaper clung to it and it was raw and very infected. He had no range of motion in his hind end. Tuesday came I brought him to Blue pearl. It was then discovered he had not only shattered his pelvis but also had an old fracture in his back leg that had healed wrong as well as his tail injury. They kept him that day. 3 days later I received a call he was ready for pickup and no other foster in the rescue was equipped to take on such severe medical needs. So I went and picked him up. The crying from pain was unbearable for the first two days post op. They were only able to amputate his tail at that time. Two days home and he began to vomit. He was then diagnosed with coccidiosis. I was given IV fluids and medications to treat him. He was near death for 3 days. Things turned around and we were able to bring him for his next surgery. When they started the operation they realized they could not put a plate on as once thought to hold his pelvis together due to his other leg injury. So they needed to stop the surgery to have the other injury heal the rest of the way then fix his pelvis. After six more weeks of rehab and keeping him quiet we brought him in again. The rescue had already spent close to 5000 dollars keeping him going. At that appointment it was determined he needed an additional two surgeries at a cost of 3000 dollars each. They decided to proceed with finding him a home instead. We did not agree with this decision but did not want to acquire another dog. Someone from Wisconsin adopted him. We put in our resignation to the rescue at this time. Four days after he went to live with his adopter I got a call from her saying she could not keep him and the rescue told her due to his medical

needs they could not take him back to be rehomed again. If they did he would be euthanized. I contacted the rescue and this was in fact the case. We took him from her. Unfortunately too much time had lapsed in that transition and Blue pearl no longer felt he would recover from a hip replacement based on additional x-rays. We plan to keep him as long as he isn't in pain that we can manage with pain meds. He will not live a long life due to the extent of his prior injuries. We were told he will eventually develop debilitating arthritis in his hind end. At that time we will take him to the vet to be put down. Humans have failed him so much he didn't deserve to be rescued and let down again. He also has some quality life left to live and we intend to give him as many good days as we can. He resides in the main home. He is kenneted when we leave. He is approx 45lbs and 2 years old.

1st is the fencing and gate at the barn. The gate swings so we can close the dogs in the yard and more freely access the overhang.



2nd the walkway to the house, the closest the fenced areas get to each other. The majority of barking sessions are here as the dogs from both areas come to greet me as I get home from work. I do what I can to quiet them while I walk into the house where I let the inside dogs into the house so I can greet them and move on with the evening.



3rd is from the same spot, I just turned to show the gate and sign. The other sign like this is posted up by the road. We wanted them to stick out and be placed where they are most likely to be read. We specifically ordered these signs as there is an ordinance forbidding "danger" and "stop" on signs. You can also notice that our propane tank is in the enclosure. The propane company was consulted that the gate to tank distance wasn't too far for their hoses to fill the tank and there has never been an issue.



4th is the corner from the main driveway down to the barn.



5th is same position as the fourth I just turned to show down the driveway to the road.



6th is the closest corner to the property to the south I am facing where I was in picture 5 and my back is to the road. When the neighbor is running his mud truck or chainsaws this is where typically 2 or 3 of the house dogs will go to observe. Next Spring I will be putting up privacy trees and bushes to block the dogs' view of the adjacent property.



7th photo I am in the same position I turned to face North to show the fence going to our chicken coop. It runs along the garden but there is a gap so we can plant perennials in that gap.



8th is the gate by the chicken coop and along the goat pen. This gate will be replaced by the time the inspectors come. We have never had an issue of a dog getting out but last year we had issues with it being too low to clear moderate snow and it will be wood like the gate up at the barn.



9th picture is of the livestock dogs' enclosure and how it meets the 2 goat pens. The white structure is a temporary goat building on skids so they can get out of the wind and to keep hay dry in the rain. It is getting replaced next year with a simple structure that we can get a skidsteer in to clean it out easier.

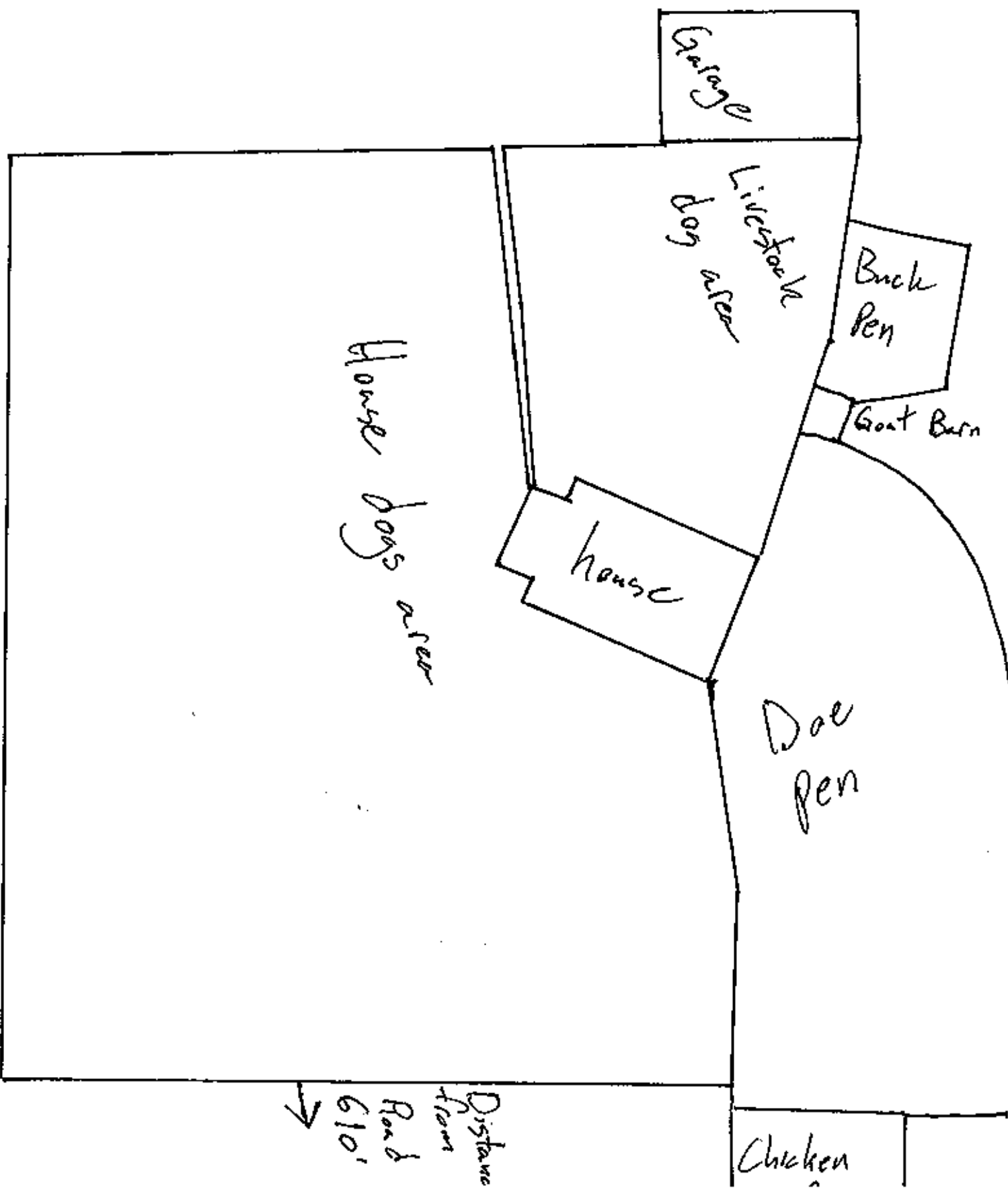


10th picture is the male goat pen that shares a fence with the livestock dogs. Standing here if you turn around we are in the process on building the males a new pen to get them away from the house more and this pen will be used for baby goat kids in the spring once the temperature is warm enough.



11th and final photo is where the livestock dogs' fence goes back up to the barn. The only time any other dog is back here, besides the livestock dogs, are our other great pry Ben will eat outside. He was a feral dog before going into rescue and will only eat outside. If the livestock dogs are inside we have let him eat on the deck before but most of the time he eats on the porch in the front.





Vog Enclosures



Albrecht - PID 09.00615.10

00.0005015 0.03 mi

Date: 10/13/2022
Time: 2:19:55 PM

These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

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map 2C best Structures

Date: 10/11/2022
Time: 2:31:59 PM

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09-00579-20

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23 09-00578-00

44000

09-0061430

43903

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618 ft.

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43483

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14-00153-00

09-00610-00

09-00517-00

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434510

23

14-00153-00

These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Beth Gervais

From: Steve K. Putman
Sent: Monday, November 14, 2022 8:10 AM
To: Beth Gervais
Subject: FW: Noise pollution/ loss of property value

Steve Putman | Code Enforcement Officer
Environmental Services
313 N Main St
Suite 240
Center City, MN 55012
Steve.Putman@chisagocountymn.gov
Phone: 651-213-8375

'Chisago County was created
by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'-----Original Message-----
From: Ken Henne [REDACTED]
Sent: Friday, November 11, 2022 11:07 AM
To: Steve K. Putman <Steve.Putman@chisagocountymn.gov>
Subject: Noise pollution/ loss of property value

This is an external email message!
This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks,
downloading pictures or opening attachments.

FYI, I will be attending the upcoming meetings next week. I own the bordering property on Jess Av to the out of control dogs. I had my camper on my property this summer until construction starts on my home, I stayed up there a lot and those dogs drove me insane. I'm considering stopping construction on my property as it would be impossible to put up with this insane situation. I have over \$160,000 invested in this property and I've contacted a lawyer for further advice on this matter. Thank you, Kenny

Sent from my iPhone

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

KENNETH HENNE
15790 HARMONY WAY
APPLE VALLEY, MN 55124
09.00615.20

Beth Gervais

From: Jayme Reichkitzer [REDACTED]
Sent: Thursday, November 17, 2022 2:56 PM
To: Planning & Zoning
Subject: Sunrise Township kennel variance
Attachments: Screenshot_20221114-080140.png

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Dear Chisago County Planning Commission,

Please allow me to introduce myself. My name is Jayme Reichkitzer, and I have lived in Sunrise township my entire life, and my father served on the town board for many years. My husband and I have raised 2 wonderful young men here at our beautiful, once peaceful home. About a year and a half ago we got new neighbors, the Albrecht's, and all of that changed. They brought with them 9 dogs that bark almost nonstop. When they first moved here, I figured that the dogs would get used to being at their new place and the constant barking would stop, I was wrong! My husband has spoken to them about it on more than one occasion, only to have the blame put on us because "we make them bark." It can be something as simple as a car door shutting, wood being put in the wood boiler, talking in a normal voice, even being in my garden, alone pulling weeds. Not once did they try to come up with a solution to the problem, just pass blame, and point fingers. I attended the planning meeting this past Monday night and was very disappointed at how it went! Instead of trying to explain why it is alright for them to be in violation of an ordinance, the finger pointing and blame continued. Yes, we have four wheelers, snowmobiles, vehicles, guns that we shoot sometimes, and chainsaws that we use to feed our outdoor wood boiler that burns a ton of wood, because it heats our home and pole barn, none of which violates any ordinance or law. We are not the only ones on Jess Ave. who are bothered by it, however, we are the only ones who have spoken up, thus far. When making a decision, please keep in mind the others that live around the Albrecht's, and the constant disturbance it causes. I can guarantee that none of you would enjoy it if it was happening next to you. Also, on the postcard sent out to us it states that the Albrecht's are on 10+ acres, according to records it is just under 10 acres, 9.89. I do not know if that makes any difference or not, but 9 dogs, chickens, goats, and a horse seem to be a lot of animals for that size of a parcel.

Thank you for your time.

Kindest Regards,
Jayme Reichkitzer

Timothy & Katherine Albrecht - Aerial Photo

Timothy and Katherine Albrecht – Property owners Timothy & Katherine Albrecht are requesting an Interim Use Permit to operate a residential kennel for the keeping of nine dogs on 10± acres in the Agricultural (AG) District. The property is located at 43750 Jess Avenue in Sunrise Township, S26, T36, R21 (PID# 09.00615.10).

Albrecht Property - 



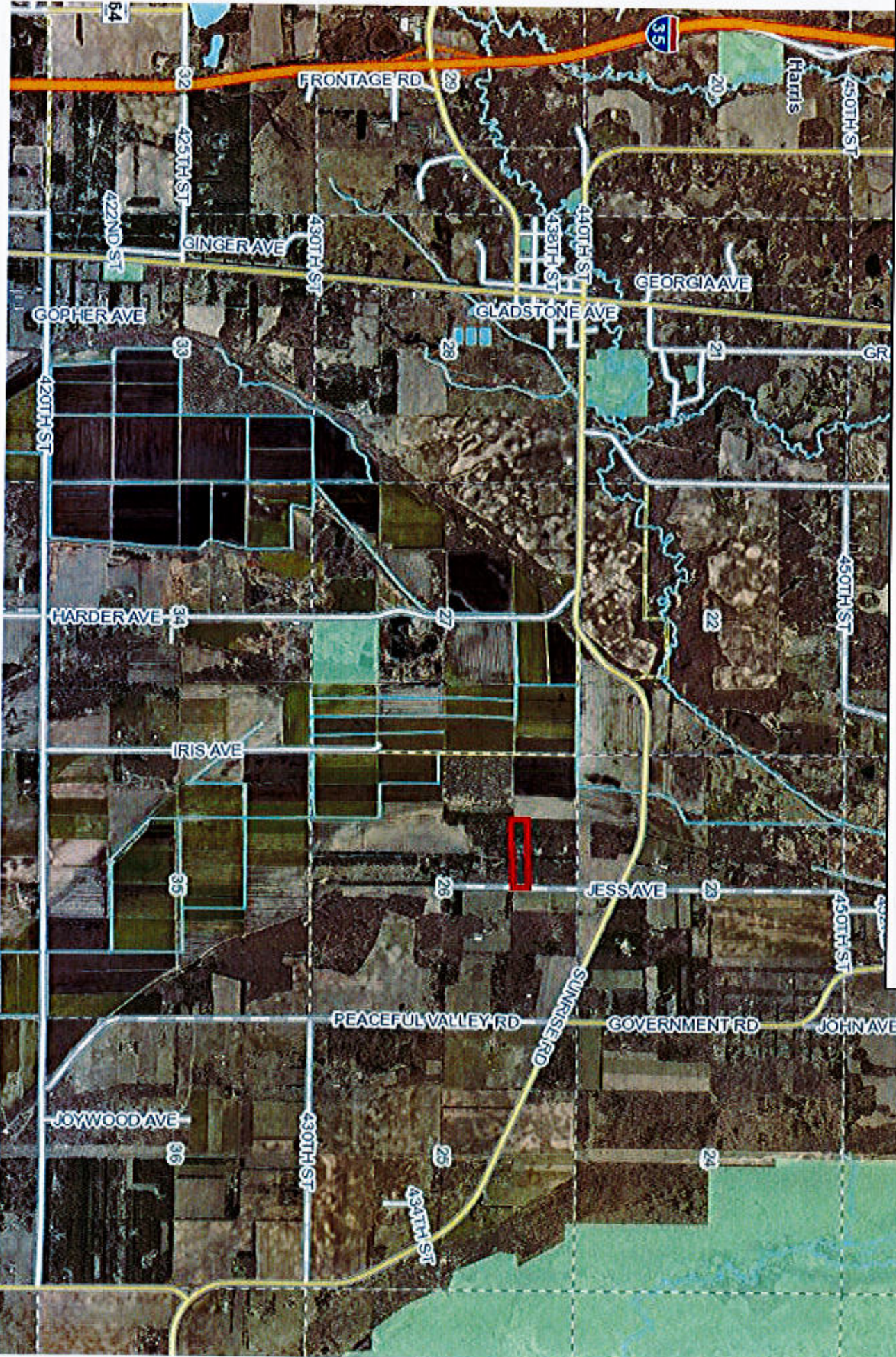
Sunrise Township
S26, T36, R21
PID # 09.00615.10



Timothy & Katherine Albrecht - Aerial Photo

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Albrecht Property - 



Sunrise Township
S26, T36, R21
PID # 09.00615.10

RESOLUTION NO. PC2022-1202

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING A RESIDENTIAL KENNEL ON
PROPERTY IDENTIFIED AS PID 09.00615.10 IN SUNRISE TOWNSHIP**

WHEREAS, Timothy Albrecht and Katherine Albrecht, property owners, submitted an application dated received October 13, 2022 and considered complete on October 27, 2022 for an Interim Use Permit allowing a Residential Kennel on property located at 43750 Jess Avenue in Sunrise Township; and

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

WHEREAS, the subject site is 10± acres in size and legally described as:

PID 09.00615.10

That part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4), Section Twenty-six (26), Township Thirty-six (36), Range Twenty-one (21), Chisago County, Minnesota, lying South of the North 972 feet and lying northerly, westerly and northwesterly of the following described parcel (as described on a warranty deed recorded in Book 52 of Deeds, page 111): Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 26, Township 36, Range 21; thence running West on the South line of said Northeast Quarter of the Northwest Quarter, a distance of 44 rods; thence North 2 rods; thence East parallel to said South line a distance of 44 rods; thence South 2 rods to the place of beginning and being a strip of land 2 rods wide and 44 rods long along the South line of said Northeast Quarter of the Northwest Quarter of said Section 26, Township 36, Range 21.

WHEREAS, notice was provided and on December 1, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants, and invited members of the public to comment; and

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

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *The proposed Residential Kennel will have no associated use of parks, schools, streets, or other public facilities or utilities; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

- Finding #3 Six of the nine dogs are housed in the dwelling and the three remaining dogs – being livestock guardian dogs – are housed in a heated and cooled pole building. The subject site includes an approximate 2-acre fenced enclosure for dogs to benefit from outdoor activity / exercise. The fenced enclosure appears to be screened by existing forestation. The County finds that the subject site is sufficiently separated by distance and/or screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4** The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 The proposed Residential Kennel utilizes approximately two acres of fenced enclosure. The applicants have provided sites plans and site photos showing the fenced enclosures and fencing. After reviewing the application materials and the Planning Commission having conducted a site visit on November 29, 2022, the County finds no evidence to suggest that the Residential Kennel or the associated fenced enclosure will have an appearance that will have an adverse effect upon adjacent properties.*
- Factor #5** The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 The Chisago County Zoning Ordinance specifically allows Residential Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6** The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 See Finding #5.*
- Factor #7** The proposed use will not cause traffic hazard or congestion; and
- Finding #7 Because the proposed Kennel is for residential use rather than commercial use, the applicants are not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Sunrise Township – has not identified any concerns related to traffic hazards or congestion.*
- Factor #8** The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received complaints from nearby property owners regarding noise. The County finds that noise resulting from the Residential Kennel can be better managed with implementation of established "quiet hours" / "outside hours" for the six house dogs and additional landscaping between the fenced enclosure and the side yards (north and south property boundaries). If these additional measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than nine (9) dogs as specifically identified in the application materials dated received October 13, 2022 and kept on file with the Department of Environmental Services, including six (6) companion dogs and three (3) livestock guardian dogs. This approval does not allow for the keeping of any cats on the property.
2. The six (6) companion dogs shall be housed indoors (dwelling), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property. No more than two (2) companion dogs shall be outdoors at the same time, whether in the fenced enclosure or leashed and handled by a resident of the property.
3. The three (3) livestock guardian dogs shall be housed indoors (heated and cooled pole building), apart from occasional outdoor activity in which the dogs will be confined to a fenced enclosure or leashed and handled by a resident of the property or their active agricultural service.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. The existing dogs shall not be replaced by new dogs as they pass or are otherwise rehoused, unless the number of dogs on the subject site is in compliance with the Chisago County Zoning Ordinance (a number not requiring approval from the Chisago County Board of Commissioners).
6. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
7. The fenced enclosure(s) shall maintain current setbacks, as illustrated on the application materials submitted by the applicant and maintained on file with the Department of Environmental Services. Any expansion or reconfiguration of the fenced enclosure shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
8. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties.
9. To mitigate adverse impacts related to noise, the permit holder shall implement "quiet hours" / "outside hours" for the six (6) companion dogs in which they aren't allowed to be outdoors for longer than six hours a day, aside from brief periods of time for waste elimination. The "outside hours" shall allow for up to three (3) – two (2)-hour periods as follows:
 - a. Two (2) hours between the hours of 8:00 am and 12:00 pm;
 - b. Two (2) hours between the hours of 12:00 pm and 4:00 pm; and
 - c. Two (2) hours between the hours of 4:00 pm and 9:00 pm.

In no case shall these timeframes be combined to allow the dogs to be outside for longer than two (2) hours at a time.
10. To mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall plant and maintain additional landscaping along the entire northerly and southerly length of the fenced enclosure. Said landscaping shall include low-growing varieties that provide a visual barrier between the dogs and the neighboring parcels. Planting shall occur within one (1) year of Interim Use Permit approval.
11. There shall be no commercial activity of any kind associated with the Residential Kennel. Commercial activity shall be defined as boarding, grooming, training, or breeding. Further, no "non-resident" dogs or cats shall be housed or otherwise allowed on the subject site.

12. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. This Interim Use Permit shall expire at such time that the number of dogs kept on the subject site has been brought into compliance with the Chisago County Zoning Ordinance through attrition (a number not requiring approval from the Chisago County Board of Commissioners) or at such time that the permit holder sells the property and relocates, whichever comes first.
15. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 1st day of December, 2022.

James McCarthy
Frank Storm
John Sutcliffe

Dave Whitney
Jolene Wille
Chip Yeager

Chip Yeager
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: December 21, 2022	Item Number: 18
Title of Item for Consideration: Plans & Specifications and Advertisement for Bids – Segment G Construction of the Sunrise Prairie Regional Trail (North Branch to Harris)	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Parks
Previous Action on this Matter: Chisago County has completed a Master Plan for the Sunrise Prairie Regional Trail (SPRT). The Greater MN Regional Parks and Trails Commission has designated this as a Regional Trail. A highlight of Segment G funding and timeline details include: - Resolution No.20/0715-3 Authorizing Submission of a grant request for the Sunrise Prairie Regional Trail- (Segment G) Construction Project was passed and adopted in July 2020. - On November 18, 2020, the Greater Minnesota Regional Parks and Trails Commission recommended a Legacy grant award of \$1,182,282 with a local match of \$214,520 <i>(\$209,520 from Chisago County and \$5000.00 from Chisago County Parks and Trail Foundation)</i> with a total estimated/projected project cost of \$1,396,802.00. - On June 26, 2021, the State Legacy grant was awarded to the County and will be administered by the Department of Natural Resources. Chisago County was successful in this funding request and awarded a reimbursement grant of \$1,182,282 for Project #GMRPTC22-05. - On February 2, 2022, the County Board approved signature and execution of the State of Minnesota Trail Grant Contract Agreement for the Sunrise Prairie Regional Trail-Segment G and fully authorized staff to proceed with the grant execution and commence with the project. - On February 2, 2022, the County Board approved a Professional & Technical Service Contract with WSB & Associates Inc. for trail design/engineering and construction services and authorized county staff to proceed with Segment G pursuant to the grant.	
Background: Chisago County, through contract with engineering firm WSB & Associates Inc., has prepared design engineering and specifications for construction of segment G of Sunrise Prairie Regional Trail from 410th Street in North Branch to CR 10 in the City of Harris. The trail traverses along the easterly side of CSAH 30 Right of Way with a design and construction configuration that has involved collaboration from the County Highway Department, City of Harris, and Private Utility Coordinators. Staff is seeking approval to finalize the 95%+ complete engineering plans and specifications and immediate release of the project for advertisement and competitive bidding. Staff is also seeking approval to pursue and secure two small easements within the trail construction corridor. General project parameters include a 2.7-mile segment of 10 ft. wide hard surface trail, and a trail head parking lot area in the City of Harris. Tentative schedule for proceeding includes: December/January 2023- Advertisement and solicitation of construction bids	

- February 2023- Bid opening & project award
- March 2023- Tree removal
- April 2023- Start of trail construction
- October 2023- Substantial completion
- June 2024- Grant Expiration

Attachment(s):

- Segment G Alignment Exhibit Map
- Easement Acquisition Exhibit - Parcels 14.00187.00 and 14.00461.00
- Project Manual (copy available w/Clerk)
- Plans and Specifications (copy available w/Clerk)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Sunrise Prairie Regional Trail Segment G plans and specifications and authorize easement acquisition and the advertisement and solicitation of construction bids for Segment G of the trail. The suggested motion to approve this action is as follows:

“Move to approve the Sunrise Prairie Regional Trail Segment G and State Legacy Grant Project #GMRPTC22-05 plans and specifications; authorize the public release of construction plans and specifications for advertisement and solicitation of competitive construction bids; and authorize staff pursuit and acquisition of permanent trailhead and trail crosswalk easements from parcels 14.00187.00 and 14.00461.00”

Implications of Action: The County will advertise and solicit competitive bids to construct the project. Anticipated project award recommendation(s) will be brought the County Board in February 2023. Staff will also seek to finalize acquisition of trailhead easement with the City of Harris (parcel 14.00187.00) and the private property owner(s) of parcel 14.00461.00.

Budget/Financial Implications: The full 2020 originated grant, including a pledged 15% local match, identify total project costs to be \$1,396,802. *Current engineers estimated costs are higher*, however, a 5% contingency is included, and trail construction estimates are notoriously difficult to predict. Staff is hopeful for favorable competitive bidding results. In the event bids are unfavorable, additional local funding may be needed or the project cancelled.

Legal/Policy Implications: Project bidding will take place consistent with County policy and the affiliated State Grant Agreement contracting, bidding, and prevailing wage requirements.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

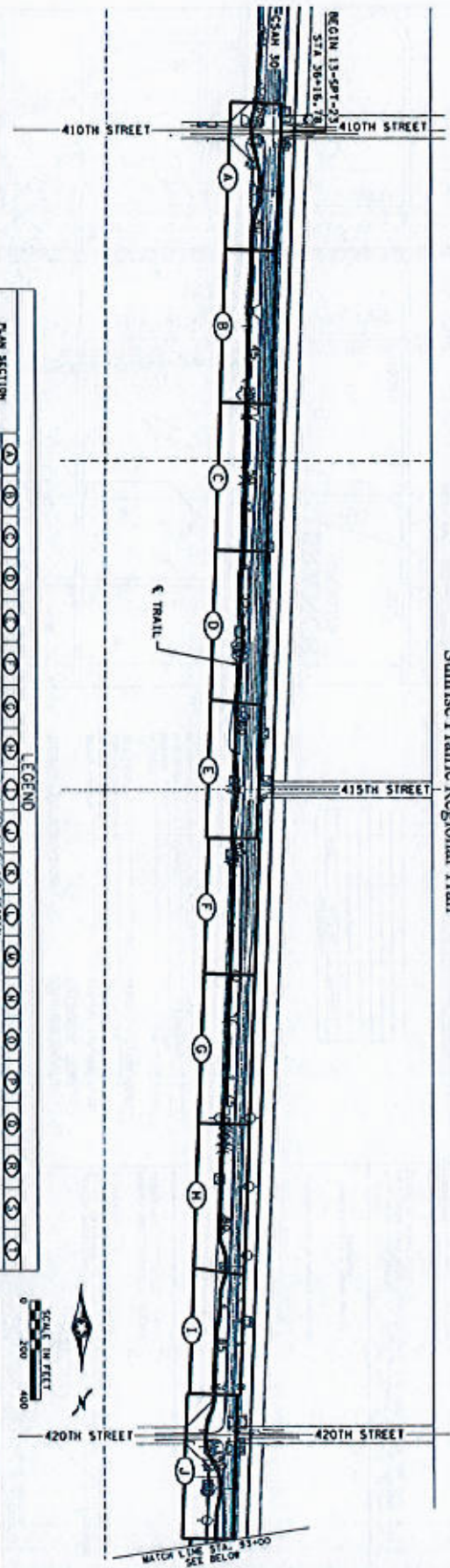
Action on Motion:

Aye _____

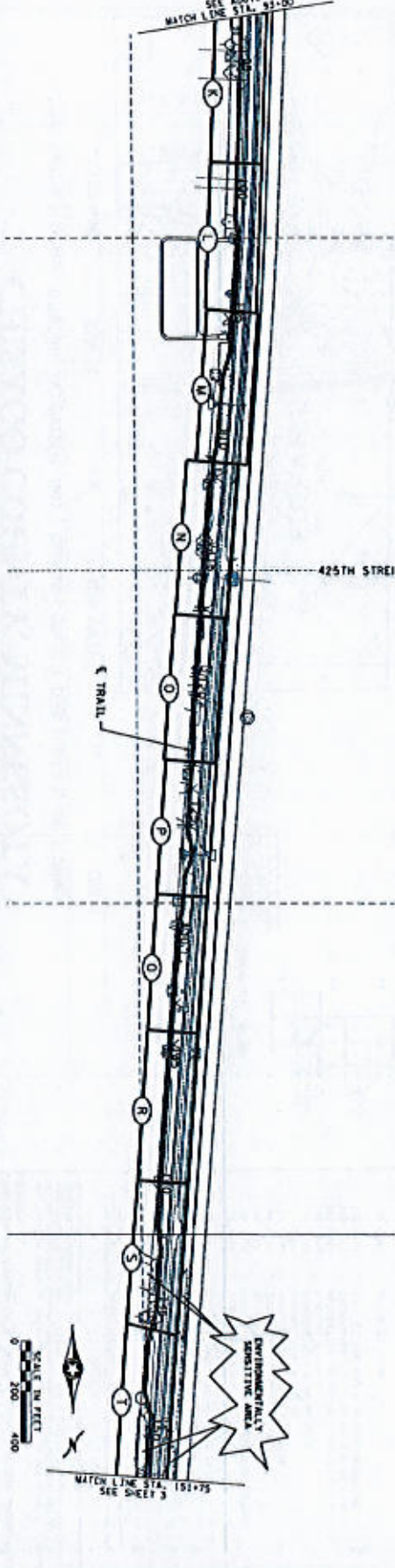
Nay _____

Abstain _____

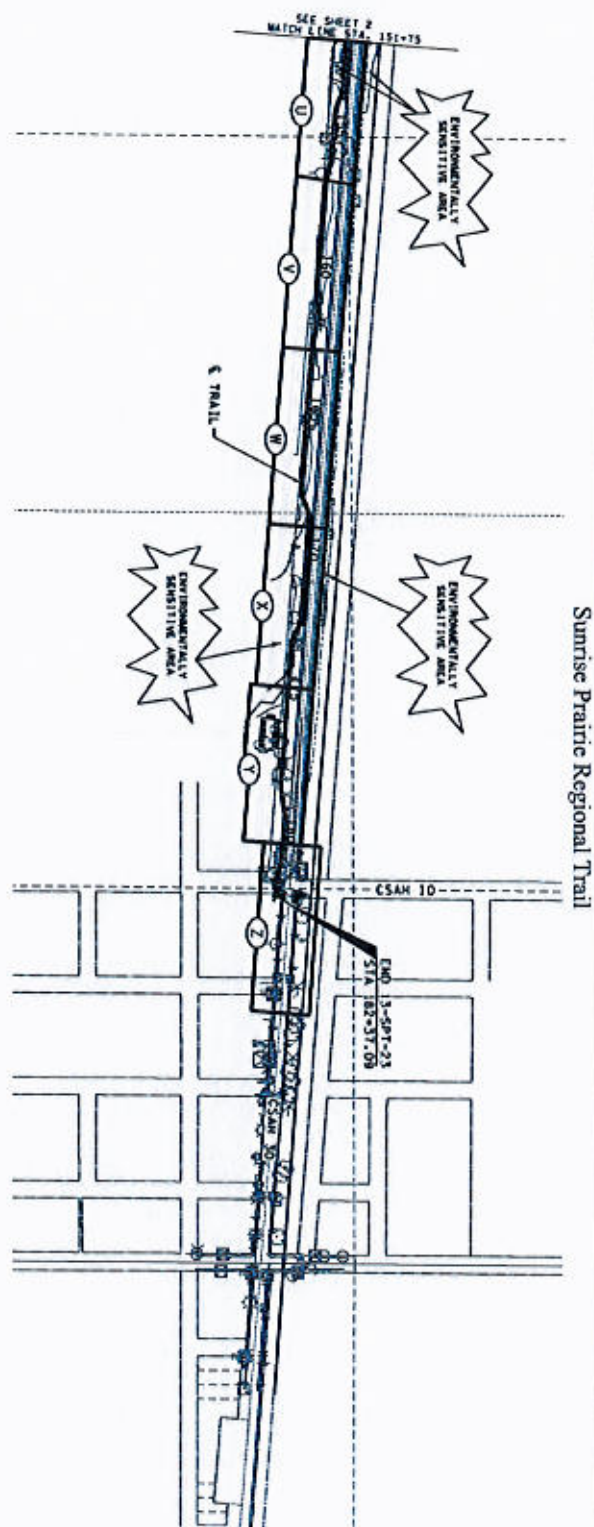
Sunrise Prairie Regional Trail



PLAN SECTION		LEGEND	
CONSTRUCTION PLAN	PLAN SHEET INDEX FOR SECTION	CONSTRUCTION PLAN	PLAN SHEET INDEX FOR SECTION
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100
101	102	103	104
105	106	107	108
111	112	113	114
115	116	117	118
119	120	121	122
123	124	125	126
127	128		



DATE	BY	CHKD	APP'D
PROJECT NAME: SUNRISE PRAIRIE REGIONAL TRAIL			
PROJECT NUMBER: 0958-000			
SHEET NUMBER: 131			
SHEET TOTAL: 131			
CHICAGO COUNTY, MINNESOTA			
STATIONING: STA 13+00 TO STA 17+00			
GENERAL LAYOUT			
DATE: 4/22/2018			
SCALE: 1" = 400'			
WSB			
Chicago County Parks & Trails			
SHEET 2 OF 131			



LEGEND	
PLAN SECTION	① ② ③ ④ ⑤ ⑥
CONSTRUCTION PLAN	PLAN SHEET INDEX WITH SECTION
PROFILL	97 98 99 100 101 102
TRANSVERSE SECTION	129 130 131
EROSION CONTROL	

[illegible]

RIGHT OF ENTRY = 0 SQ FT

PERMANENT EASEMENT = 19114 SQ FT



PRELIMINARY

100

SCALE IN FEET

NOTE: PROPERTY LINES BASED ON CHISAGO COUNTY GIS DATA.



PARCEL 24

43565 GLADSTONE AVENUE
HARRIS, MN 55032
PID 14.00187.00

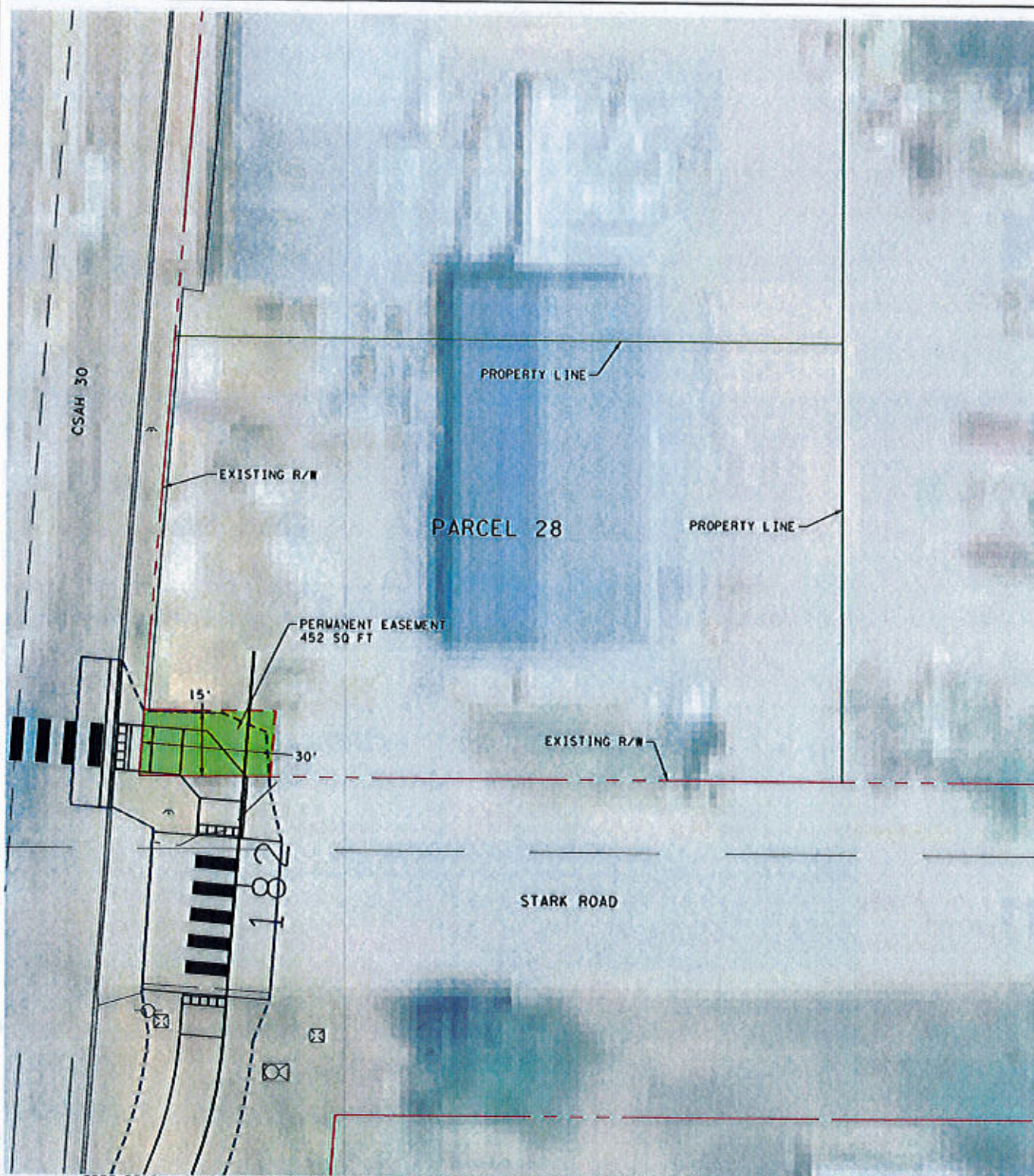
PARCEL SKETCH
10/31/2022



SHEET 1 OF 1

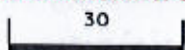
X:\019856-000\Cad\Exhibits\Easements\Parcel24_43565_GladstoneAvenue.dgn

PERMANENT EASEMENT = 452 SQ FT



TREE REMOVALS ARE SHOWN ON PRIVATE PROPERTY ONLY. ADDITIONAL REMOVALS WITHIN THE RIGHT OF WAY WILL OCCUR

PRELIMINARY



SCALE IN FEET



NOTE: PROPERTY LINES BASED ON CHISAGO
COUNTY GIS DATA.

PARCEL 28

6600 STARK ROAD
HARRIS, MN 55032
PID 14.00461.00

PARCEL SKETCH
10/31/2022



SHEET 1 OF 1

K:\019856-000\Cad\Exhibits\Easements\Parcel28_#6600_StarkRoad.dgn

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 19										
Title of Item for Consideration: Report and Recommendations from the December 14, 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 December 14 th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:											
<u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <u>The Committee recommended accepting the reports.</u>											
<u>Elected Officials Salaries for 2023:</u> The Committee discussed and then recommended the 2023 salaries of the County Sheriff, County Attorney, Chief Deputy, and County Administrator. The amounts were recommended by the Baker Tilly Compensation study. The Committee also discussed and recommended wages and Per Diem rates for the County Board of Commissioners.											
<table border="1"><thead><tr><th>Position</th><th>Proposed at 12/14/22</th></tr></thead><tbody><tr><td>County Sheriff</td><td>\$151,879.89</td></tr><tr><td>County Attorney</td><td>\$151,879.89</td></tr><tr><td>Chief Deputy</td><td>\$133,418.25</td></tr><tr><td>County Administrator</td><td>\$154,750.89</td></tr></tbody></table>		Position	Proposed at 12/14/22	County Sheriff	\$151,879.89	County Attorney	\$151,879.89	Chief Deputy	\$133,418.25	County Administrator	\$154,750.89
Position	Proposed at 12/14/22										
County Sheriff	\$151,879.89										
County Attorney	\$151,879.89										
Chief Deputy	\$133,418.25										
County Administrator	\$154,750.89										
<u>ARPA Discussion – ARMER and Broadband:</u> The Committee discussed and then recommended approval of using ARPA funds to pay for the CCSO's ARMER radio 'subscriber fund' costs in 2022 and 2023 using the ARPA ARMER fund allocation. The Committee discussed the recent success of the City of Harris to acquire a 'Border to Border Grant' and their expected request to seek County ARPA – Broadband Allocation funds to assist with the completion of their project. The entire committee praised the city's effort and success. By consensus the Committee directed staff to develop a DRAFT program for review, so Harris and other											

County entities can access the County ARPA funds for expansion of internet access.

Attachment:

- December 14th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the December 14th 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 December 14th Budget and Finance Report.”

And

“Move to approve spending approximately \$80,000 of the County’s ARPA ARMER Allocation to fund the CCSO ARMER Subscriber fees for 2022 and 2023.”

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 _____

I.

OPERATING BUDGET VS ACTUAL
(BUDGETED AMOUNTS INCLUDE AMENDMENTS AND CARRYOVERS)
AS OF 11/30/2022
92% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 11/30/2022	% of Budget
GENERAL FUND			
Board of Commissioners	405,511.00	298,039.59	73%
District Court	216,500.00	148,172.79	68%
Law Library	154,087.00	32,039.71	21%
County Administrator	637,739.00	675,866.90	106%
Auditor-Treasurer	1,145,146.00	699,307.36	61%
Audit	70,000.00	72,311.00	103%
Assessor	953,936.00	847,247.55	89%
Enterprise Services	5,791,212.00	4,680,068.90	81%
Central Services	117,089.00	79,958.80	68%
Elections	230,197.00	136,088.86	59%
County Attorney	2,130,297.00	1,746,909.82	82%
County Attorney Forfeiture	-	509.83	
Recorder	379,088.00	305,307.11	81%
Recorder Compliance/Technology	2,074,645.00	24,050.44	1%
Maintenance	1,668,170.00	1,383,564.56	83%
Planning & Zoning	1,139,812.00	1,071,948.04	94%
General Government	1,086,911.00	1,850,262.34	170%
Non County Expense	4,700.00	2,972.00	63%
Contingency	109,747.00	21,446.00	20%
Sheriff	7,147,266.00	6,490,738.66	91%
Sheriff Forfeitures	32,210.00	-	0%
Boat & Water	52,980.00	953.10	2%
Sheriff's Reserve	5,436.00	1,754.50	32%
Snowmobile Safety	-	887.35	
Sheriff's Contingency	3,316.00	-	0%
Gun Permits	224,326.00	22,650.78	10%
Project Lifesaver	5,121.00	-	0%
Public Safety Grants	24,944.00	64,247.40	258%
Coroner	136,869.00	139,509.00	102%
County Jail	4,522,533.00	3,770,094.98	83%
Jail Canteen	98,850.00	10,981.63	11%
Probation & Parole	1,278,665.00	1,044,650.95	82%
Emergency Management	133,358.00	108,157.71	81%
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	397,681.19	89%
County Agricultural Society	16,000.00	16,000.00	100%
County Extension Services	133,500.00	96,336.25	72%
Soil & Water	718,700.00	553,868.03	77%
Water Quality Grant	354,133.00	69,298.66	20%
Sewer Grants	34,397.00	26,500.00	77%



OPERATING BUDGET VS ACTUAL

(BUDGETED AMOUNTS INCLUDE AMENDMENTS AND CARRYOVERS)

AS OF 11/30/2022

92% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 11/30/2022	% of Budget
Welland Grant	109,994.00	95,289.80	87%
Watercraft Inspection	400,848.00	151,345.61	38%
Economic Development	82,000.00	40,931.00	50%
Heartland Express	-	1,543.74	
TOTAL GENERAL FUND	\$ 35,248,201.00	\$ 27,902,765.94	79%
SELF INSURANCE FUND			
Other General Government	300,000.00	43,728.34	15%
TOTAL SELF INSURANCE FUND	\$ 300,000.00	\$ 43,728.34	15%
ROAD AND BRIDGE FUND			
Surveyor	160,110.00	138,675.95	87%
Highway Administration	372,660.00	327,353.93	88%
Highway Engineering	1,536,690.00	2,642,486.20	172%
Highway Construction	11,536,893.00	11,804,426.74	102%
Highway Maintenance	5,234,846.00	4,559,096.36	87%
Equipment Maintenance/Shop	1,325,618.00	1,250,131.52	94%
Traffic Operations	551,975.00	472,374.19	86%
TOTAL ROAD AND BRIDGE FUND	\$ 20,718,792.00	\$ 21,194,544.89	102%
HEALTH AND HUMAN SERVICES			
Veterans Service	217,824.00	186,942.91	86%
Income Maintenance	3,708,596.00	2,999,340.53	81%
Social Services	10,586,147.00	7,970,194.58	75%
Local Collaborative	-	110,588.38	
Public Health Nursing	2,123,763.00	1,665,340.98	78%
TOTAL HEALTH AND HUMAN SERVICES	\$ 16,636,330.00	\$ 12,932,407.38	78%
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 11/30/2022
92% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 11/30/2022	% 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	251,361.29	60%
Maintenance	137,100.00	12,580.50	9%
Other General Government	309,026.00	51,694.50	17%
Sheriff	565,438.00	424,974.93	75%
County Jail	222,425.00	34,476.38	16%
Highway	2,355,226.00	1,638,857.97	70%
Parks	517,400.00	249,897.06	48%
TOTAL CAPITAL EQUIPMENT FUND	\$ 4,657,437.00	\$ 2,701,932.63	58%
SOLID WASTE FUND			
Score Grant Fund	300,068.00	156,120.39	52%
HHW Operations	539,289.00	275,756.23	51%
TOTAL SOLID WASTE FUND	\$ 839,357.00	\$ 431,876.62	51%
PARK ACQUISITION & IMPROVEMENT FUND			
Parks	1,396,802.00	49,536.00	4%
TOTAL PARK ACQ & IMPV FUND	\$ 1,396,802.00	\$ 49,536.00	4%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	380,671.00	284,032.85	75%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 380,671.00	\$ 284,032.85	75%
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	\$ 82,729,026.93	84%

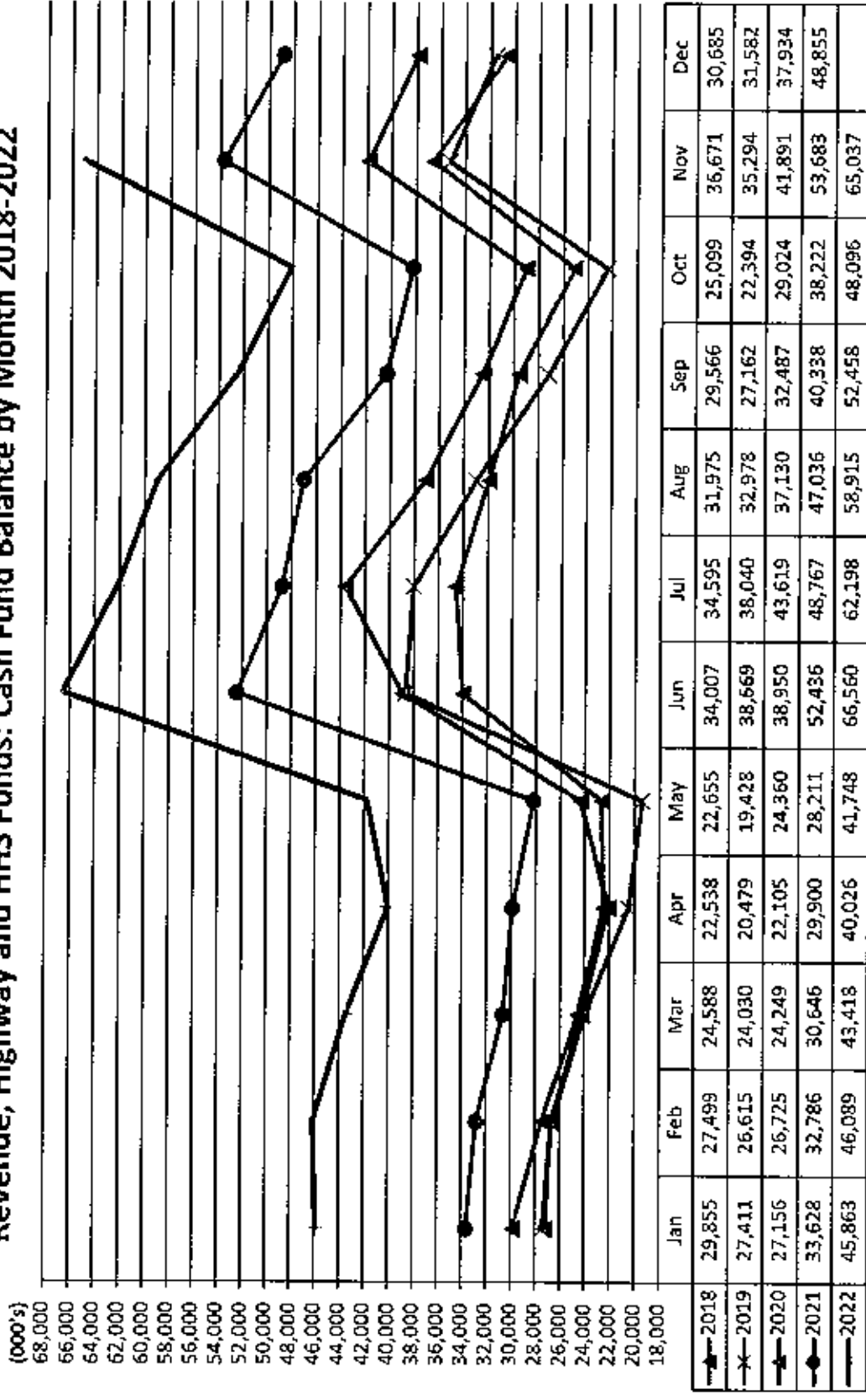
**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 11/30/2022
92% OF YEAR COMPLETE**

	2022 Budget	As of 11/30/2022	% of Budget
GENERAL FUND			
Board of Commissioners	254,761.00	168,828.13	66%
County Administrator	599,689.00	576,955.35	96%
Auditor-Treasurer	799,481.00	679,741.01	85%
Assessor	897,460.00	818,427.46	91%
Enterprise Services	2,004,143.00	1,728,638.56	86%
Central Services	-	316.00	
County Attorney	2,028,637.00	1,690,087.70	83%
Recorder	362,138.00	288,947.75	80%
Maintenance	556,290.00	474,585.39	85%
Planning & Zoning	871,612.00	789,753.08	91%
Sheriff	6,254,416.00	5,812,764.98	93%
Boat & Water	41,980.00	-	0%
County Jail	3,748,607.00	3,237,955.18	86%
Probation & Parole	1,142,573.00	932,479.85	82%
Emergency Management	97,540.00	78,552.16	81%
Parks	333,643.00	238,697.40	72%
Water Quality Grant	82,989.00	42,757.98	52%
Wetland Grant	104,994.00	90,289.80	86%
Watercraft Inspection	222,354.00	138,088.94	62%
Non-Levy Departments	634,822.00	457,433.70	72%
TOTAL GENERAL FUND	\$ 21,038,129.00	\$ 18,245,300.42	87%
SELF INSURANCE FUND			
Other General Government	300,000.00	43,728.34	15%
TOTAL SELF INSURANCE FUND	\$ 300,000.00	\$ 43,728.34	15%
ROAD AND BRIDGE FUND			
Surveyor	146,060.00	131,592.68	90%
Highway Administration	333,460.00	290,926.71	87%
Highway Engineering	952,240.00	852,440.18	90%
Highway Maintenance	1,818,886.00	1,478,217.15	81%
Equipment Maintenance/Shop	441,720.00	423,618.57	96%
Traffic Operations	228,975.00	166,350.97	73%
TOTAL ROAD AND BRIDGE FUND	\$ 3,921,341.00	\$ 3,343,146.26	85%

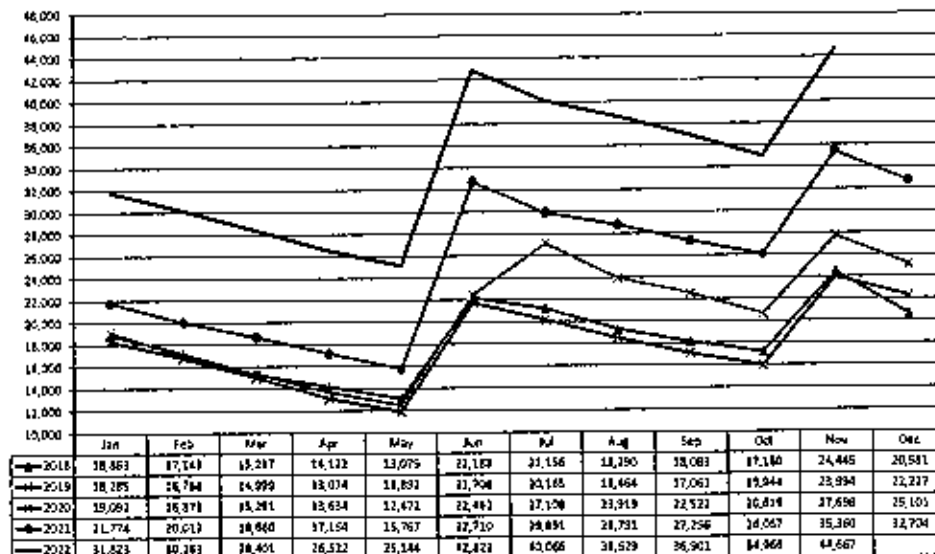
**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 11/30/2022
92% OF YEAR COMPLETE**

	2022 Budget	As of 11/30/2022	% of Budget
HEALTH AND HUMAN SERVICES			
Veterans Service	185,526.00	157,087.20	85%
Income Maintenance	2,919,704.00	2,285,141.76	78%
Social Services	6,423,869.00	5,503,750.55	86%
Public Health Nursing	1,843,261.00	1,482,758.56	80%
TOTAL HEALTH AND HUMAN SERVICES	\$ 11,372,360.00	\$ 9,428,738.07	83%
SOLID WASTE FUND			
Score Grant Fund	49,818.00	44,029.39	88%
HHW Operations	130,679.00	119,499.12	91%
TOTAL SOLID WASTE FUND	\$ 180,497.00	\$ 163,528.51	91%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	123,601.00	127,890.93	103%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 123,601.00	\$ 127,890.93	103%
TOTAL ALL FUNDS	\$ 36,935,928.00	\$ 31,352,332.53	85%

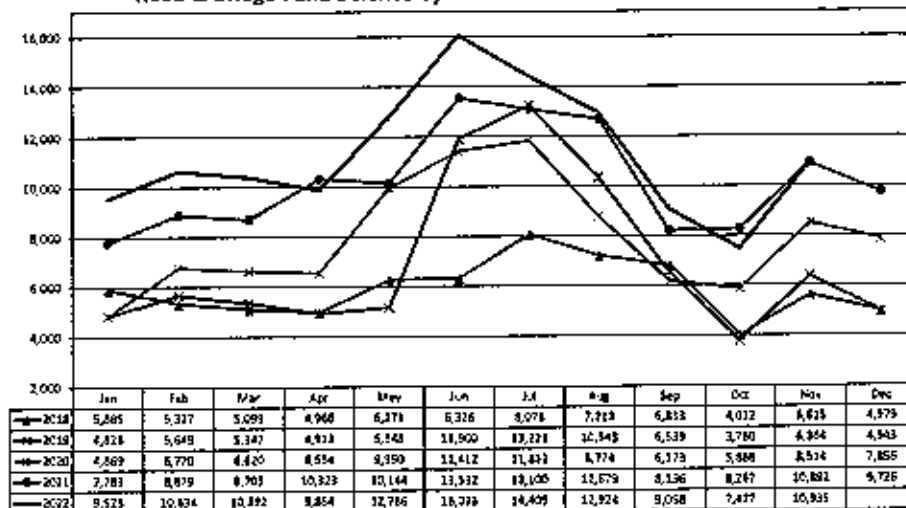
Fund Balance Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2018-2022



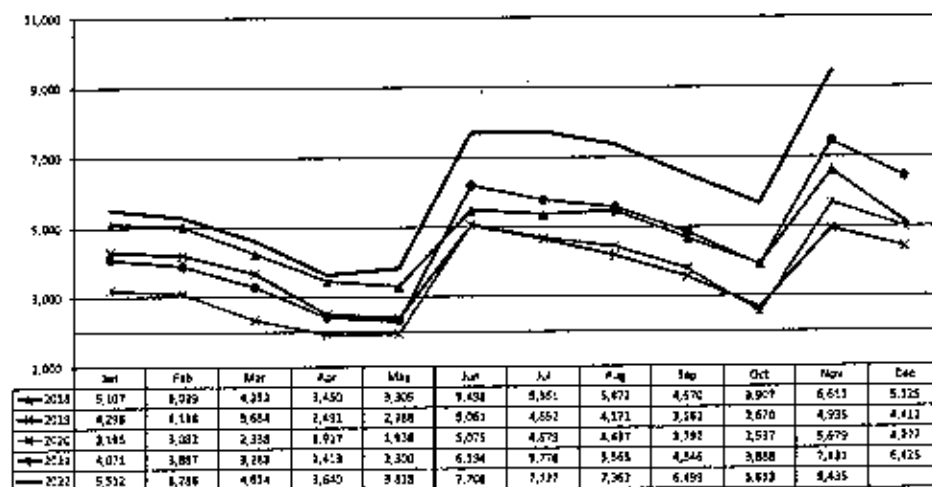
General Fund: Cash Fund Balance by Month 2018-2022



Road & Bridge Fund Balance by Month 2018-2022



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



Wheelage Tax

Average Annual Collection \$565,349

2022 Budget \$600,000

Collection Through October 2022 \$503,114

\$80,000.00

\$70,000.00

\$60,000.00

\$50,000.00

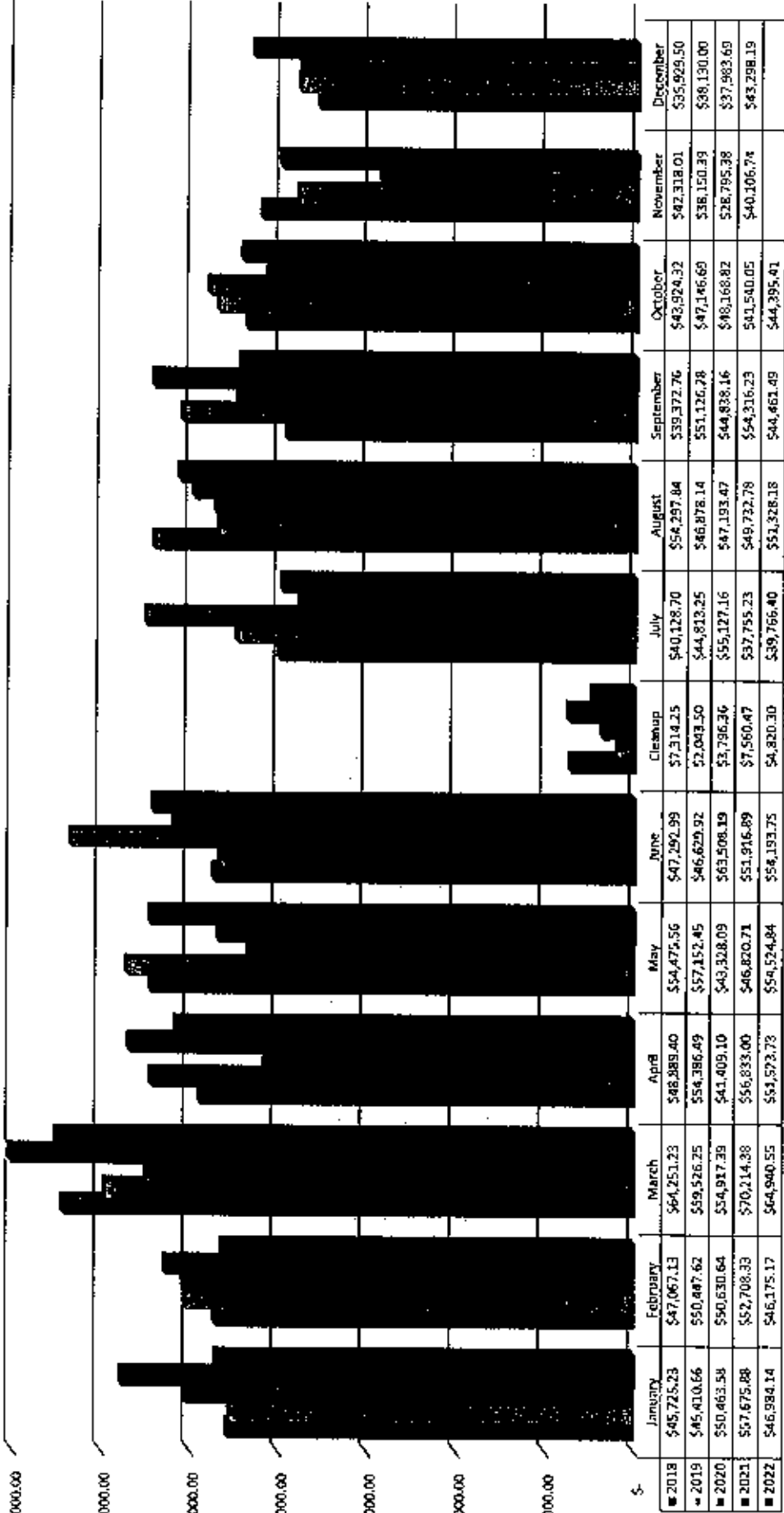
\$40,000.00

\$30,000.00

\$20,000.00

\$10,000.00

\$

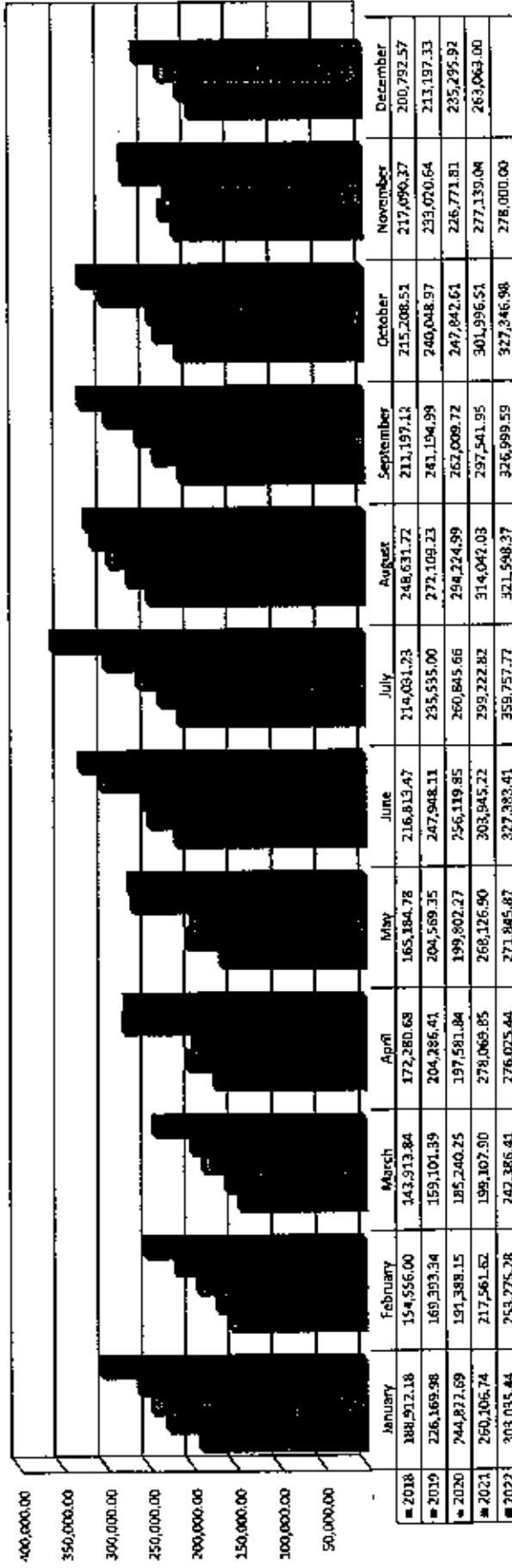


Sale Tax - By Month

Average Annual Collection \$2,638,888

2022 Budget \$2,800,000

Total Collection Through November 2022 \$3,287,655



**ARPA Expenses
Budget to Actual
As of December 8, 2022**

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Dla' Jail and White House Demonstration	\$ 800,000	\$ (20,619)	\$ -	\$ 779,381
ARPA-0335 ADM	Broadband	3,000,000	(79,960)	-	2,920,040
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)	-	-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)	-	-
ARPA-0345 ADM	IT Assessment	35,000	(43,244)	-	(8,244)
ARPA-0343 ADM	Employee Engagement Survey	9,300	(8,660)	-	640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)	-	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	-	100,000
		\$ 4,546,075	\$ (754,258)	\$ -	\$ 3,791,817

ATTORNEY

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0339 ATT	Children's Services Collaborative	\$ 118,298	\$ -	\$ -	\$ 118,298
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(5,575)	-	102,443
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,458	(15,525)	-	35,933
		\$ 277,784	\$ (21,100)	\$ -	\$ 256,684

AUDITOR-TREASURER

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	\$ 250,000	\$ -	\$ -	\$ 250,000
ARPA-0347 AUD	Single Use Audit - ARPA Funds	20,000	-	-	20,000
		\$ 270,000	\$ -	\$ -	\$ 270,000

EMERGENCY MANAGEMENT

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ -	\$ -	\$ 60,000

ENTERPRISE SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	\$ 75,000	\$ -	\$ -	\$ 75,000
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 center	75,000	-	-	75,000
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	-	65,000
ARPA-0202 ENTS	Cisco UCS In DMZ Replacement of Chassis and Fabric Interconnects	53,400	-	-	53,400
ARPA-0332 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0335 ENTS	Laptop - HHS	1,620	(1,620)	-	-
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 Hessel ARMER site	1,700	-	-	1,700
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a multi year project	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Radio Replacement	2,083,300	-	-	2,083,300
		\$ 3,553,252	\$ (4,567)	\$ -	\$ 3,548,685

ENVIRONMENTAL SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop	\$ 100,000	\$ -	\$ -	\$ 100,000
ARPA-0180 ENVS	Online Permitting/Licensing Module	95,000	-	-	95,000
ARPA-0240 ENVS	Chicago County Mountain Bike Course	75,000	-	-	75,000
ARPA-0304 ENVS	McChi Sagar 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
		<u>\$ 841,200</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 841,200</u>

HEALTH AND HUMAN SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	\$ 8,190	\$ (8,190)	\$ -	\$ -

JAIL

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	\$ 13,058	\$ (13,058)	\$ -	\$ -

LID

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Battery - LID	\$ 2,132	\$ (2,052)	\$ -	\$ 80

MAINTENANCE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair Elevator on 1973 side of Courthouse	\$ 50,000	\$ -	\$ -	\$ 50,000
ARPA-0333 MNT	Honeywell Phase II	729,577	(729,577)	-	-
ARPA-0343 MNT	HVAC Replacement - ECC	59,894	(59,894)	-	-
ARPA-0345 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
		<u>\$ 875,930</u>	<u>\$ (825,930)</u>	<u>\$ -</u>	<u>\$ 50,000</u>

PUBLIC WORKS

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	\$ 149,300	\$ (9,280)	\$ -	\$ 139,020

SHERIFF'S OFFICE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	\$ 5,061	\$ -	\$ -	\$ 5,061

TOTALS

		<u>\$ 10,600,982</u>	<u>\$ (1,638,374)</u>	<u>\$ -</u>	<u>\$ 8,962,608</u>
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ELECTED SALARIES

M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator.

The salaries of elected officials are exempt from the provisions of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and County Administrator, are not exempt from the provisions of the Minnesota Pay Equity Act; but all do remain within the prerogative of the County Board to establish.

History:

	<u>2017 Amount</u>	<u>2018 Amount</u>	<u>2019 Amount</u>	<u>2020 Amount</u>	<u>2021 Amount</u>	<u>2022 Amount</u>
County Sheriff	\$120,338	\$122,745	\$125,814	\$129,588	\$138,179.76	\$143,404.67
County Attorney	\$108,299	\$120,000	\$123,000	\$133,900	\$142,578.00	\$147,969.23
Chief Deputy	\$98,630	\$100,603	\$103,118	\$106,211	\$117,429	\$121,869.27
County Administrator				\$131,544	\$131,407	\$136,375.82

2023				DISCUSSION
Position	Baker Tilly Grade/Step	Baker Tilly Salary	Proposed at 12/7/22	Proposed at 12/14/22
County Sheriff	21/5	\$146,760.60 21/5	\$151,879.89 21/6	\$157,213.62 21/7
County Attorney	21/6	\$151,879.89 21/6	\$157,213.62 21/7	\$157,213.62 21/7
Chief Deputy	20/3	\$124,547.36 20/3	\$128,906.53 20/4	\$133,418.25 20/5
County Administrator	23/1	\$154,750.89 23/1	\$154,750.89 23/1	\$160,167.17 23/2

Commissioners 0% COLA ; \$65 per diem

Baker Tilly Proposed Pay Plan									
Grade	1	2	3	4	5	6	7	8	9
1	\$ 35,685.56	\$ 36,934.55	\$ 38,227.26	\$ 39,565.22	\$ 40,950.00	\$ 42,383.25	\$ 43,866.66	\$ 45,402.00	\$ 46,991.07
2	\$ 37,826.69	\$ 39,150.62	\$ 40,520.90	\$ 41,939.13	\$ 43,407.00	\$ 44,926.24	\$ 46,498.66	\$ 48,126.11	\$ 49,810.53
3	\$ 40,095.93	\$ 41,499.29	\$ 42,951.76	\$ 44,455.07	\$ 46,011.00	\$ 47,621.39	\$ 49,288.14	\$ 51,013.22	\$ 52,798.68
4	\$ 42,501.50	\$ 43,989.05	\$ 45,528.67	\$ 47,122.17	\$ 48,771.45	\$ 50,478.45	\$ 52,245.20	\$ 54,073.78	\$ 55,966.36
5	\$ 45,051.65	\$ 46,628.46	\$ 48,260.45	\$ 49,949.57	\$ 51,697.80	\$ 53,507.23	\$ 55,379.98	\$ 57,318.28	\$ 59,324.42
6	\$ 47,756.60	\$ 49,428.08	\$ 51,158.06	\$ 52,948.60	\$ 54,801.80	\$ 56,719.86	\$ 58,705.05	\$ 60,759.73	\$ 62,886.32
7	\$ 50,619.51	\$ 52,391.19	\$ 54,224.88	\$ 56,122.76	\$ 58,087.05	\$ 60,120.10	\$ 62,224.30	\$ 64,402.15	\$ 66,656.23
8	\$ 53,656.44	\$ 55,534.42	\$ 57,478.12	\$ 59,489.85	\$ 61,572.00	\$ 63,727.02	\$ 65,957.46	\$ 68,265.98	\$ 70,655.29
9	\$ 56,875.46	\$ 58,866.10	\$ 60,926.41	\$ 63,058.84	\$ 65,265.90	\$ 67,550.20	\$ 69,914.46	\$ 72,361.47	\$ 74,894.12
10	\$ 60,287.55	\$ 62,397.61	\$ 64,581.53	\$ 66,841.88	\$ 69,181.35	\$ 71,602.70	\$ 74,108.79	\$ 76,702.60	\$ 79,387.19
11	\$ 63,904.60	\$ 66,141.26	\$ 68,456.21	\$ 70,852.17	\$ 73,332.00	\$ 75,898.62	\$ 78,555.07	\$ 81,304.50	\$ 84,150.15
12	\$ 67,738.51	\$ 70,109.36	\$ 72,563.19	\$ 75,102.90	\$ 77,731.50	\$ 80,452.10	\$ 83,267.92	\$ 86,182.30	\$ 89,198.68
13	\$ 71,803.01	\$ 74,316.12	\$ 76,917.18	\$ 79,609.28	\$ 82,395.61	\$ 85,279.45	\$ 88,264.23	\$ 91,353.48	\$ 94,550.85
14	\$ 76,110.89	\$ 78,774.77	\$ 81,531.89	\$ 84,385.50	\$ 87,339.00	\$ 90,395.86	\$ 93,559.72	\$ 96,834.31	\$ 100,223.51
15	\$ 80,677.73	\$ 83,501.45	\$ 86,424.00	\$ 89,448.84	\$ 92,579.55	\$ 95,819.84	\$ 99,173.53	\$ 102,644.60	\$ 106,237.16
16	\$ 85,518.16	\$ 88,511.30	\$ 91,609.19	\$ 94,815.51	\$ 98,134.06	\$ 101,568.75	\$ 105,123.65	\$ 108,802.98	\$ 112,611.09
17	\$ 90,649.56	\$ 93,822.29	\$ 97,106.07	\$ 100,504.79	\$ 104,022.46	\$ 107,663.24	\$ 111,431.45	\$ 115,331.56	\$ 119,368.16
18	\$ 96,088.40	\$ 99,451.49	\$ 102,932.30	\$ 106,534.93	\$ 110,263.65	\$ 114,122.88	\$ 118,117.18	\$ 122,251.28	\$ 126,530.07
19	\$ 105,696.97	\$ 109,396.36	\$ 113,225.24	\$ 117,188.12	\$ 121,289.70	\$ 125,534.84	\$ 129,928.56	\$ 134,476.06	\$ 139,182.73
20	\$ 116,266.30	\$ 120,335.62	\$ 124,547.37	\$ 128,906.53	\$ 133,418.25	\$ 138,087.89	\$ 142,920.97	\$ 147,923.20	\$ 153,100.51
21	\$ 127,893.38	\$ 132,369.65	\$ 137,002.59	\$ 141,797.68	\$ 146,760.60	\$ 151,897.22	\$ 157,213.62	\$ 162,716.10	\$ 168,411.16
22	\$ 140,682.54	\$ 145,606.43	\$ 150,702.65	\$ 155,977.25	\$ 161,436.45	\$ 167,086.73	\$ 172,934.76	\$ 178,987.48	\$ 185,252.04
23	\$ 154,750.89	\$ 160,167.17	\$ 165,773.02	\$ 171,575.08	\$ 177,580.21	\$ 183,795.51	\$ 190,228.36	\$ 196,886.35	\$ 203,777.37
24	\$ 170,225.61	\$ 176,183.51	\$ 182,349.93	\$ 188,732.18	\$ 195,337.80	\$ 202,174.63	\$ 209,250.74	\$ 216,574.51	\$ 224,154.62
25	\$ 187,248.53	\$ 193,802.23	\$ 200,585.31	\$ 207,605.79	\$ 214,872.00	\$ 222,392.51	\$ 230,176.25	\$ 238,232.42	\$ 246,570.56

Chisago County Fee Schedule January 1, 2023

COUNTYWIDE FEES	FEE
Credit Card Payments eChecks	Note: A 2.5% (\$2.00 minimum) fee will be assessed when paying with credit/debit card or a \$1.50 fee will be assessed for eChecks up to \$10,000.

ASSESSOR	FEE
Not Applicable	Majority of our information is available online.

AUDITOR-TREASURER	FEE
Auctioneer License	\$20.00
Bond Certificate	\$200.00
Confession of Judgment - Setup Fee – 1st COJ - Setup Fee – 2nd COJ	\$100.00 per parcel \$200.00 per parcel
Deed Tax	Sale Price X 0.0033
Delinquent Tax Fee (1 st year)	\$25.00
Delinquent Tax Certification – Parcel Specific	\$10.00 per parcel
Delinquent Tax List	\$50.00
Elections - Candidate Filings - County - Soil & Water - Federal and State	\$50.00 \$20.00 Per State Statute
Elections – Odd Year & Special Elections Cost of programing equipment, supplies and ballot printing	Actual Cost
Fireworks Permit	\$50.00
Gravel Tax Administrative Fee	5% of tax collected (MS 298.75, subd. 7b)
Gravel Tax – Late Penalty	\$5.00 per day beginning the 15 th day after the last day of each calendar quarter for the first 30 days; increases to \$10.00 per day thereafter (MS 298.75, subd. 5)
Green Acres Payback Calculation - General – response withing 5 business days - If property split is involved	\$50.00 per parcel \$100.00 per parcel \$50.00 per parcel

Expedited fee if needed sooner than 5 business days	
License Renewal – Late Fee	\$100.00 per license
Liquor Licenses	
- Off-Sale 3.2% Malt Liquor** - On-Sale 3.2% Malt Liquor** - Off & On-Sale 3.2 Malt Liquor** - Off-Sale Intoxicating Liquor - On-Sale Intoxicating Liquor - Temporary 1-4 Day On-Sale Intoxicating Liquor - Wine - Wine & 3.2% Malt Liquor (Strong Beer) - Sunday Liquor 2 a.m. Liquor - Consumption and Display - New License Investigation Fee – In-State - New License Investigation Fee – Out of State	\$50.00 \$150.00 \$225.00 \$200.00 \$2,000.00 \$350.00 per event \$600.00 \$750.00 \$200.00 - State Fee - County \$300.00; State \$250.00 \$200.00 - Actual Cost
** ½ of license fee is paid to township	
Mortgage Registration	Mortgage Amount X 0.0023
Non-Sufficient Funds	\$30.00
Notice of Expiration of Redemption Publication	\$100.00 per parcel
Precious Metal License	\$100.00
Research Archived Tax Records	\$30.00 per hour (1 hour minimum) + \$5.00 per parcel, per year
Tax Forfeit Notice and Advertising Fee	\$200.00 per parcel
Tax Forfeit Sale Fee	\$200.00 per parcel
Tobacco License	\$150.00

COUNTY ATTORNEY	FEE
Copy Charges (data requests and discovery to privately retained counsel)	\$.25 per page \$10 per CD

COURT ADMINISTRATION	FEE

ENTERPRISE SERVICES	FEE
Any IT or GIS Work	\$75.00 / hour. Minimum billing 1 hour

ENVIRONMENTAL SERVICES - PARKS	FEE
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Checkerboard Park Shelter #1	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Dennis Frandsen Park Shelter #1	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Fish Lake Park Shelter #1 - Near Playground	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Fish Lake Park Shelter #2 - Near Lake	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #1 - Near Playground	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #2 - Near Soccer Fields	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Kost Dam Park #1	\$35 per weekday - Weekends & Holidays: \$60 Residents / Businesses \$75 Non-Residents / Businesses
Ki-Chi-Saga Park Campsite #1 - South Center Lake	\$15 per day
Ki-Chi-Saga Park Campsite #2 - Linn Lake	\$15 per day
Checkerboard Park Dog Park	Available on a first-come, first-served basis with valid dog license. Special Use Permit event rules/fees apply.
Fish Lake County Park	\$20 Season Pass or \$3 daily vehicle parking fee (Friday- Sunday) Memorial Day weekend thru Labor Day
Dennis Frandsen Park Disc Golf Course	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Sunrise Prairie Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Swedish Immigrant Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Playgrounds	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.

Chisago County Parks	Available on a first-come, first-served basis. May be reserved for large special events subject to approval by Park Director. Special Use Permit event rules/fees apply.
Ki-Chi-Saga Ball Fields (1-4)	\$10/Per Person-Season (Category 1-4) \$15/Per Person-Season (Category 5)
Ki-Chi-Saga Soccer Fields (1-4)	\$10/Per Person-Season (Category 1-4) \$15/Per Person-Season (Category 5)
Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)	\$10/Per Person-Season (Category 1-4) \$15/Per Person-Season (Category 5)
Special Use Permit – Basic/Small	\$35 fee \$25/Hour Maintenance Charge
Special Use Permit – Large	\$300 fee & \$500 Refundable Deposit
Special Park Board Meeting	\$500
Concession Agreements	\$35 per month in which the concessionaire is present and operating at the park.
Athletic Field Tournaments	\$300 fee & \$500 Refundable Deposit
Adopt-A-Trail Segments	\$250 per trail segment per Calendar year

ENVIRONMENTAL SERVICES - SEPTIC	FEE
SSTS New Residential Home	\$300
SSTS New Residential 2+ Unit Community System	\$300 per unit
SSTS System Compliance Inspection	\$200
SSTS Tank Only or Tank Abandonment Certificate Compliance Inspection	\$100
SSTS Winter Compliance Inspection	\$250
SSTS New Trench	\$300
SSTS Replacement Mound	\$347
SSTS Tank Only or Additional Pretreatment	\$150
Midsized SSTS Permit – Tank Only	\$150
Midsized SSTS Permit up to 4,999 gpd	\$500
Midsized SSTS Permit 5,000 – 9,999 gpd	\$500 plus any associated county consultant or engineering review fees
Midsized SSTS System hookup (w/o individual tanks)	\$50 per unit
SSTS Administrative Variance	\$125**
Design Change – Redesign (after permit approval)	\$50 (up to 1-hour review)
Design Change – Adjusted Site/Relocate	\$100 (1 site visit & up to 1-hour review)
Expired SSTS Permit Renewal (1 year from issue date)	\$100

SSTS Repair (lateral replacement, convert to holding tank)	\$100
Perc Test Site Verification (requested prior to or without bldg. permit application)	\$100
Operating Permit – Single Family Residential (pretreatment systems are for life of system)	\$25 per year
Operating Permit – Commercial up to 4,999 gpd	\$50 per year
Operating Permit Commercial 5,000 – 9,999 gpd	\$100 per year plus any associated county consultant/engineering fees
Land Application site $\leq$ 50 acres (5 year permit)	\$150
Land Application site > 50 acres (5 year permit)	\$250
Land Application site – permit renewal	\$50
Municipal Sewer Hookup (Twp. properties)	\$50
Re-inspection per trip charge	\$50
Special On-site meeting/consult review or appeal with designer, perc tester, or applicant	\$100
**Denotes Additional County Recorder Recording Fees	

ENVIRONMENTAL SERVICES – SOLID WASTE	FEE
Construction/Demolition Land Disposal Facility License	\$250
Haulers License	\$250; plus \$25 per registered municipal solid waste truck and \$5 per recycling truck
Industrial Solid Waste Land Disposal Facility Lic.	\$250
Recycling Facility License	\$250
Solid Waste Land Disposal Facility License	\$250
Solid Waste Processing Facility License	\$250
Transfer Station License	\$250
Waste Tire Facility	\$250
Yard Waste/Composting Facility	\$250
Solid Waste / Recycle Hauler Bond	\$5,000 bond per garbage truck \$1,000 bond per roll-off truck \$0 bond per recycle truck
Problem Materials Facility (tires, appliances, e-waste)	\$25,000 bond per Recycling Facility TBD Other Facilities
Solid Waste License Investigation -greater than two site investigation inspections per license period	\$50 per additional site inspection
Commercial Solid Waste & Recycling Assessment -1 st site inspection/consultation -additional assessment, visits, or reports	\$0 \$50 per hour

Business Household Hazardous Waste	Minimal Generators only, market rate, call for current market price list.
*Solid Waste License authorization pursuant to MN State Statute 115A.93 Licensing; Solid Waste Collection, and the Chisago County Solid Waste Ordinance Article VI Facility Requirements, Section 1.0 Facility Licenses Required	

ENVIRONMENTAL SERVICES – SHORELAND	FEE
Grading & Filling Permit	\$125 (1 site visit/2 hours of review)
Shoreline Alteration	\$125 (1 site visit/2 hours of review)
Additional site visits or office work	\$50 per hour
“After the Fact” Alteration, Vegetation Removal, Grading and/or Filling Without Permit	Double the application fee (Consider Administrative Penalty of \$500?)

ENVIRONMENTAL SERVICES – WETLANDS	FEE
Delineation Review: -with plat application less than 3 lots -with plat application of 3+ lots or other request (no specified land use request)	\$200 (up to 4 hours of review) \$200 if less than 1 acre (4 hours review) \$360 1-10 acres (up to 7 hours review) \$500 greater than 10 acres (10 hrs. review)
Exemption Determination	\$200 (up to 4 hours of review time)
No-Loss Determination	\$200 (up to 4 hours of review time)
Replacement Plan Review: -less than 1 acre -1-10 acres -greater than 10 acres	\$550 \$1,200 \$1,800
Banking Plan Development Application: -less than 10 acre -greater than 10 acres	\$50/hour \$1000 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	\$200
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	\$50 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	\$500 Board of Appeals & Adjustment application/meeting fee plus hourly wetland staff services.
Site-specific Creation, Banking, or Restoration monitoring	\$500 per year commencing after submission of the final “as-builts” and concluding upon TEP certification (~ 3 years.)

ENVIRONMENTAL SERVICES – ZONING	FEE
Administrative Permits -General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator) -Special event parking / camping -Sign Permit -Public Project Gravel/Mining, Commercial Solar -After the Fact Administrative Permits	\$125 \$125 w/ \$25 annual renewal for same \$83.50 plus \$1.00 surcharge \$75 \$525 Double the Application Fee
Variance Application Fee -After the Fact Variance Applications	\$500** Double the Application Fee
Appeal Application Fee	\$500**
Conditional and Interim Use Permit Applications -Home Occupation (Major) -Minor CUP / IUP (cabinet shop, air strip, dog kennel, commercial solar, rural retail tourism, other proposals of small scale as determined by Zoning Administrator) -Major CUP / IUP (5+ unit campground, mobile home park, commercial recreation, gravel pit, communication tower, solid waste/refuse facility, pipelines transmission lines and associated towers, other projects of scale as determined by the Zoning Administrator) -After the Fact CUP/IUP Applications	\$500** \$525** \$1,025 plus \$ deposit cash escrow and renewing escrow agreement as determined by the Zoning Administrator for purposes of covering all county staff and third-party consultant costs Double the Application Fee
Zoning Changes -Rezoning Application -Zoning Text Amendment Application -Comprehensive Plan Amendment Application -Planned Unit Development /Amendment	\$525** \$525** \$525** \$525**
Platting & Subdivision Fees -Preliminary Plat 1-3 lots -Preliminary Plat greater than 3 lots -PUD/Cluster Development Plan -Preliminary Plat Compliance Fee (no roads) -Preliminary Plat Compliance Fee (w/roads) Minor Subdivision Minor Subdivision Groundtruthing -Repeat groundtruthing and/or other site visits -Final Plat -Plat Recording Fee -Consent to Plat Fee -Park Dedication Fee	\$500 \$500, plus \$35 per lot \$750, plus \$35 per lot \$150 \$100 per lot \$250** \$100 \$75 per trip and \$50/hr. after first hour \$500** \$56 \$46 \$1,600 per lot
Special Meetings -Planning Commission -Board of Adjustment and Appeals	\$1,000 plus land use application fee \$1,000 plus variance/appeal application fee

Zoning or Flood Plain Verification Letter/Map	\$50
Lot Reconfiguration - Adjoining Lot Line Adjustment Application	\$100**
Environmental Review (EAW/EIS/AUAR)	\$500 plus \$2500 deposit cash escrow and renewing escrow agreement covering all county staff and third-party county consultant costs
Short Term Rental License Application	\$300 Annually
**Denotes Additional County Recorder Recording Fees	

ENVIRONMENTAL SERVICES - BUILDING CODE - Residential/Commercial Construction	FEE
Plan Review Fee	65% of Building Permit Fee
State Surcharge - applicable to all	Per MN Statute 326B.148 (0.0005 times the valuation up to \$1,000,000; for projects over \$1,000,000 see Statute)
Fee Schedule Extracted From 1997 UBC Fee Schedule and MN Rules 1300 / with adjusted minimum charge and hourly rate (Ref. Mn Statute 326B.153)	Fees based on building value as noted below:
\$1 to \$3000 (Minimum Building Permit Fee)	\$83.25 (formula adjusted within 1997 formula to cover for more representative base rate/rural travel cost...minimum permit cost)
\$3,001 to \$25,000	\$83.25 for the first \$3,000 plus \$14.00 for each additional \$1,000 up to \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof to \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof to \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof

Note: Building permit value determination based on per sq. ft. measurement area multiplied by ESD construction valuation determination utilizing County Assessor Office base/basic construction type valuation data as available and updated annually at the ESD Dept.

Other Building Permit Fees:	
Plumbing (residential)	Minimum Value Based – see above
Mechanical (residential)	Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	Minimum Value Based – see above
Re-Roofing (residential)	Minimum Value Based – see above
Re-siding	Minimum Value Based – see above
Window Replacement (in existing openings)	Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	Minimum Value Based – see above
Air Conditioning Installations	Minimum Value Based – see above
Gas Piping	Minimum Value Based – see above
Sign	
Demolition Single Family Residential	\$500 plus materials testing (asbestos) lab fees; and refundable \$5,000 performance bond *Note: Chisago City requires added separate permit/fee.
Demolition Commercial/Multi-Residential	\$500 plus materials testing reports/data required independently by the applicant; and refundable \$5,000 performance bond
Asbestos / Lead Inspections -general inspection of existing residence -Inspection associated with underpin or similar permitted project -Inspection of fire damaged, unsafe to enter, or other compromised structure	\$126.50 plus materials testing lab fees \$63.25 plus materials testing lab fees \$63.25 if damaged/unsafe to enter and beyond ability to test; \$189.75 plus materials testing lab fees if full inspection/testing is viable and demolition permit is not sought
Inspection of Existing Structure/Home being relocated within or moved to Chisago County	\$275 if within 100-mile radius plus materials testing lab fees; additional mileage and \$63.25/hr. charge if further
Inspection Outside of Normal Business Hours	\$63.25 per hour (minimum charge 2 hours)
Re-Inspection Fee	\$63.25 per hour (minimum charge one-half hour)

Additional / Special Inspections for which no fee is specifically indicated	\$63.25 per hour (minimum charge one-half hour)
Additional plan review required by changes, additions or revisions to plans	\$63.25 per hour (minimum charge one-half hour)
Use of outside consultants for plan checking and inspections, or both	\$63.25 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.
Construction without a Permit Investigation / Red Tag Fee	\$63.25
Other General ESD Office Fees:	
Record Document Vault Search, Retrieval, Review Charge	\$30.00 per hour or actual billable rate (hourly rate plus overhead) of enlisted employee, whichever is greater.

HEALTH & HUMAN SERVICES	FEE
Legally Licensed Family Day Care	
Child Care Licensing Inspection Fee	\$50.00
Child Care Licensing Renewal Inspection Fee (2 year renewal)	\$100.00
Corporate Foster Homes or Community Residential Services (CRS) Settings	
Inspection Fee Initial Licensing	\$500
Inspection Fee Re-licensing (one or two year)	\$500
Out of Home Placements	Sliding Fee Schedule
Detox Services	Sliding Fee Schedule
Central Minnesota Mental Health Center	Sliding Fee Schedule

HUMAN RESOURCES	FEE

PROBATION	FEE
Intensive Supervision Fee (M.S. 169A.74)	\$550.00
Local Correction Fee (M.S. 244.18)	\$300.00
Administrative Monitoring Fee	\$150.00
JTO & JPO	\$25.00
Delinquency	\$50.00
EJJ	\$100.00
Domestic Abuse Investigation (M.S. 609.2244)	\$75.00
Pre Trial Fees (M.S. 244.18)	\$250.00

Driving with Care	\$200.00
Cognitive Skills Program	\$200.00
Random Testing Fee (M.S. 244.18)	\$75.00
UA Confirmation Fee	\$50.00

PUBLIC WORKS	FEE
Right of Way Permits	
Work Completed After-the-Fact/After-the-Fact Permit	Double the Permit Fee
Utility Permits	
Surety Bond	\$10,000.00
Service Off Mainline Utility	\$25.00
Mainline Utility Installation, Extension, or Upgrade under 0.5 miles	\$100.00
Mainline Utility Installation, Extension, or Upgrade over 0.5 miles	\$200.00
New Development Sewer and Water	\$300.00
Transportation Permits	
Annual Permit	\$200.00
Single Trip Permit	\$30.00
Access Permits	
Street Entrance - Fee	\$1,200.00
Street Entrance - Surety Bond	\$10,000.00
Commercial Driveway - Fee	\$1,100.00
Commercial Driveway - Surety Bond	\$10,000.00
Solar Access Driveway	\$1,000.00
Solar Access - Surety Bond	\$10,000.00
Private Driveway - Fee	\$200.00
Private Driveway - Surety Bond	\$1,000.00
Field Entrance - Fee	\$100.00
Field Entrance - Surety Bond	\$450.00
Additional Access Inspection	\$50.00
Miscellaneous Permits	
Excavation/Grading	\$200.00
Drainage/Tiling	\$200.00
Obstruction/Structure	\$100.00
Other/Development-Related	Consult Department
County Public Ditch Permits	
Permit Fee	\$100.00
Special Road Use Permits	
Permit Fee	\$50.00
Specific Service Sign	\$500.00 per new sign or replacement

Mailbox Support – Swing Away	\$100.00
County Surveyor Fees	
Hardcopy Prints 22" x 34" or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	\$10.00 per Plat
County Right-of-Way Plats	\$5.00 per Page
Half Section Parcel Map	\$10.00 per Half Section
Hardcopy Prints 22" x 34"	
Aerial Photo	\$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	\$20.00 per Half Section
Overlay-Parcel Lines with Contours	\$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	\$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	\$30.00 per Half Section
Hardcopy Prints 11" x 17" or Smaller	
Aerial Photo	\$5.00
Overlay-Aerial Photo with Parcel Lines	\$10.00
Overlay-Parcel Lines with Contours	\$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	\$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	\$17.00
Data Pricing for Orthometric Photographs	
5000' x 5000' Tile	\$200.00
Data Pricing in Digital Form	
1' Contours, Planimetric Features and/or Orthometric Photos	\$20.00 per Acre

RECORDER	FEE
Copy attested	\$2.00 per document
Copy certified – Plat	\$15.00
Copy certified	\$10.00
Copy plain	\$1.00
Copy plain – plat	\$10.00
Fax/mail/email fee	\$5.00
General Torrens	\$20.00 per additional certificate that a document is memorialized on
Land Records reports	\$25.00
Lien-Hospital	\$5.00
Notary filing	\$20.00
Notary – verify/certify commission	\$25.00

Ordination	\$20.00
Birth certificate	\$26.00
Birth certificate additional	\$19.00
Birth certificate non certified	\$13.00
Birth verification	\$9.00
Death certificate non certified	\$13.00
Death certificate amendment	\$40.00
Death certificate	\$13.00
Death certificate additional	\$6.00
Marriage certificate certified	\$9.00
Marriage license amendment	\$25.00
Marriage license felony	\$25.00
Marriage no record found	\$9.00
Marriage license fee	\$115.00
Marriage license reduced fee	\$40.00
Marriage license lost/destroyed	\$25.00
Marriage license certificate non certified	\$9.00
Marriage ceremony performed by Recorder	\$50.00
Search	\$20.00
Vital Record Report	\$15.00
Abstract document recording	\$46.00 plus \$10 for each additional reference number over 4 on satisfactions
Abstract plat recording	\$56.00
Torrens plat recording	\$56.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Torrens document recording	\$46.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Well certificate	\$50.00
Condition of certificate	\$50.00
Release mobile home tax lien recording	\$30.00
Release state tax lien recording	\$30.00
Federal tax lien recording	\$46.00
State tax lien recording	\$0
Mobile home tax lien recording	\$0
Military discharge recording	\$0 for veteran
Refile federal tax lien	\$46.00
Refile state tax lien	\$0
Withdraw federal tax lien recording	\$46.00
Withdraw state tax lien recording	\$0
LandShark set up fee	\$50.00
250 page monthly fee	\$50.00 any pages not used at the end of the month are lost

500 page monthly fee	\$100.00 any pages not used at the end of the month are lost
1,000 page monthly fee	\$200.00 any pages not used at the end of the month are lost
1,500 page monthly fee	\$300.00 any pages not used at the end of the month are lost
2,000 page monthly fee	\$400.00 any pages not used at the end of the month are lost
50 addition pages at the end of the month	\$10.00 any pages not used at the end of the month are lost
One time LandShark user fee	\$5.00 \$7.00
Per page viewed and/or printed	25 cents
Credit card company charges additional fees for the use of a credit or debit card.	

SHERIFF	FEE
Contract Police Protection	\$61.99
Service Fee per Person (plus mileage)	\$60.00
Commission on Executions	5%
Posting of Sales	\$70.00
Mortgage Foreclosure Sales	\$70.00
Sheriff's Sales	\$80.00
Redemptions	\$250.00
Evictions	\$92.00
Advance Fees for Paper Service	Single \$70.00 Double \$80.00
Fingerprints	\$10.00 per card
Photos	\$1.00/per photo
CD/DVD/USB of Audio/Photos/Records	\$20.00 per drive
Transcript of 911 call/Non-emergency call	\$25.00/Hour
Gun Permit to Carry	\$100.00/New \$75.00/Renewal \$10.00/Change of Address
Records Under 19 Pages	\$0.00
Records 20-39 Pages	\$5.00
Records 40-59 Pages	\$10.00
Records 60-79 Pages	\$15.00
Records 80-99 Pages	\$20.00
Records 100+ Pages	\$25.00 + 25/Hour
Booking Fee	\$25.00
Pay for Stay	\$20.00/day

Phone Cards	Set by vendor
Copies	\$.25/page
Inmate Handbook Damage	\$5.00
Inmate Wristband replacement	\$5.00
Work Release ID card replacement	\$5.00
STS ID card replacement	\$5.00
Huber Fees:	
Sentence in Chisago County	\$25.00/day
Chisago County Residence sentenced in another county	\$40.00/day
Non-resident sentenced in another county	\$50.00/day
Inmate Medical Fees	
Nurse visit	\$5.00
Medication per dose	\$.25
Inmate Housing (From other Counties)	\$65.00/day

VETERANS SERVICES	FEE



Chisago County

Auditor-Treasurer's Office

313 North Main Street, Room 271

Center City, MN 55012

Phone 651-213-8500 Fax 651-213-8510

INVOICE

DATE: December 7, 2022

Bill To:

Chisago County Sheriff

15230 Per Road

Center City, MN 55012

DESCRIPTION	AMOUNT
2022 Communication Subscriber Agreement - Chisago County Sheriff's Dept - 129 Units (\$197.84 use; \$315 replacement fund)	\$512.84/Unit \$ 66,156.36
SHERIFF'S OFFICE RECEIVED BY <u>[Signature]</u> DATE <u>12-8-22</u> APPROVED BY <u>[Signature]</u> DATE <u>12-8-22</u> VENDOR# _____ ACCT <u>\$45,635</u> SHERIFF BRANDON THYEN	
* KIRPA *	
SHERIFF'S OFFICE RECEIVED BY <u>[Signature]</u> DATE <u>12-8-22</u> APPROVED BY <u>[Signature]</u> DATE <u>12-8-22</u> VENDOR# _____ ACCT <u>01-201-6273 \$25,521.36</u> SHERIFF BRANDON THYEN	
TOTAL	
	\$ 66,156.36

Make checks payable to Chisago County Auditor-Treasurer

If you have any questions concerning this invoice, Chisago County Auditor-Treasurer's Office,
 call 651-213-8500 or email auditor-treasurer@chisagocountymn.gov

THANK YOU FOR YOUR BUSINESS!

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 20
Title of Item for Consideration: Setting the Date and Time of the Annual Chisago County Board of Commissioners Organizational Meeting for 2023	
Action Requested by: Chase Burnham, County Administrator	Department: County Board/Administration
Previous Action on this Matter: The Board sets the Date and Time of the Annual Organization Meeting every year at the last meeting of the year.	
Background: The Chisago County Board of Commissioners must set the Date and Time of the Annual Organizational meeting. Minn. Stat. 375.07 MEETINGS; QUORUM "The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on other days and at other locations within the county it prescribes as necessary for the interests of the county. A majority shall constitute a quorum, and no business shall be done unless voted for by a majority of the whole board, but less than a majority may adjourn. Sessions shall be called by a majority of the board and the clerk shall give at least ten days' notice of them to each of the commissioners."	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the date and time of the annual organizational meeting for Tuesday, January 2, 2023 at _____ am. The recommended motion is as follows: <i>"Move to approve the date and time of the Annual Organization meeting of January 2nd, 2023 at _____ am."</i>	
Implications of Action: Approving the Date and Time as recommended, will set the Annual Organization Meeting for January 2 nd , 2023 at _____. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 21
Title of Item for Consideration: 2023 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and 2023 Per Diems for County Commissioners and Volunteers	
Action Requested by: Richard Greene, Chairperson	Department: Board of Commissioners
Previous Action on this Matter: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for County Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions. The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees.	
Background: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for the Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions. The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees. Proposed Resolutions to undertake the above actions are as follows (with notes in <i>italics</i>): • <i>Proposed Resolution A – Establishing Commissioners' Salary and Per Diem</i> • <i>Proposed Resolution B – Establishing Salary for Elected Officials and Contracted Employees</i> • <i>Proposed Resolution C – Establishing Per Diem for Volunteers and Citizens Serving on Boards, Committees and Commissions</i> • <i>Proposed Resolution D – Establishing Salary Adjustment for Non-Represented Employees</i> Attachment(s): • <i>Proposed Resolution A – Establishing Commissioners' Salary and Per Diem</i> • <i>Proposed Resolution B – Establishing Salary for Elected Officials and Contracted Employees</i> • <i>Proposed Resolution C – Establishing Per Diem for Volunteers and Citizens Serving on Boards, Committees and Commissions</i> • <i>Proposed Resolution D – Establishing Salary Adjustment for Non-Represented Employees</i>	

Action Requested/Recommended: It is recommended that the Board of Commissioners establish the appropriate salaries and per diems by considering the attached Resolutions. If undertaken as a whole, the following motion is suggested:

"Move to approve via the attached Resolutions the proposed 2023 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2023 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting."

If undertaken separately, the following motions are suggested:

"Move to approve by Resolution the proposed Salary and Per Diem for County Commissioners, as presented [and/or modified], effective January 1st, 2023."

"Move to approve by Resolution the proposed Salary for County Elected Officials and Contracted Employees, as presented [and/or modified], effective January 1st, 2023."

"Move to approve by Resolution the proposed Per Diem rate of \$65 for Citizen volunteers and appointees, as presented [and/or modified], effective January 1st, 2023."

"Move to approve by Resolution the proposed wage adjustment for non-represented Employees, effective January 1st, 2023."

Implications of Action: The County Board of Commissioners has the authority and responsibility to annually consider and adjust compensation for Commissioners, elected officials, certain contracted employees, and non-represented employees, as warranted. Other County employees' compensation is established via negotiated labor agreements. The County Board of Commissioners also has the authority and responsibility to annually consider and adjust per diem rates for Commissioner and citizen volunteers.

- **BUDGET** - The identified personnel actions are already included in the County's approved 2023 budget.
- **POLICY** – The identified actions follow County policies with respect personnel actions and Board approval of such.
- **LEGAL** – The recommended annual considerations and actions are in general conformance with all applicable state and federal regulations and statutes regarding such.

Administrator's Recommendation

Approve _____

Deny _____

Other 

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**Chisago County
Board of Commissioners**

**ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2022**

**RESOLUTION NO. 22/1221-X
ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2022**

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that the annual salary to be paid each Chisago County Commissioner for 2023 shall be \$ 33,395.05, a 0% increase over 2022;

Note: 2007, 2008 & 2009 salary was \$27,419, a 0% increase over 2006

Note: 2010 salary was \$26,871, a 2% DECREASE over 2009

Note: 2011 & 2012 salary was \$26,871, a 0% increase over 2010

Note: 2013 budget salary was \$27,274, a 1.5% increase over 2012

Note: 2014 budget salary was \$27,683, a 1.5% increase over 2013

Note: 2015 budget salary was \$28,234, a 2% increase over 2014

Note: 2016 budget salary was \$28,798, a 2% increase over 2015

Note: 2017 budget salary was \$29,662, a 3% increase over 2016

Note: 2018 budget salary was \$30,255, a 2% increase over 2017

Note: 2019 budget salary was \$31,011, a 2.5% increase over 2018

Note: 2020 budget salary was \$31,941.71 a 3% increase over 2019

Note: 2021 budget salary was \$32,580.54 a 2% increase over 2020

Note: 2021 budget salary was \$33,395.05, a 2.5% increase over 2021

BE IT FURTHER RESOLVED, that Commissioners may receive payment of per diem in the amount of \$65.00 for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

Note: 2007 - 2022 per diem rate was \$50.00

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties, pursuant to applicable Minnesota statutes and County Policy;

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties

Board of County Commissioners

Budget & Finance Committee (if meeting separately from Board of Commissioners' Meeting)

Chisago County Emergency Preparedness Committee

Chisago County Jail/Law Enforcement Center Building Committee/ Radio Upgrade Project

Chisago Lakes Joint Sewer Commission

Chisago/Isanti Heartland Express Joint Powers Transit Board

Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force

East Central Regional Library Board

East Central Solid Waste & 2-County Landfill, Recycling

ECRDC; *(PLUS, Subcommittees)* – *Central MN Council on Aging and Metro Area Transportation*

EMS Task Force

UofMN Extension Committee

Health & Human Services Committee of the Whole (if meeting separately from Board of Commissioners' Meeting)

Highway 8 Task Force

HRA-EDA Board

Human Resources/Labor Relations/Personnel/Insurance Committee

Joint Job Training Board *(PLUS, Subcommittees)* – *CMJTS, Inc. Operations Committee, WIB Executive Committee, Workforce Development Committee*

Lakes & Pines Board; *(PLUS, Subcommittee)* - *Negotiations*

Law Library, Court Liaison

Legislative Committee – Mileage ONLY, NO Per Diems (Per Diems if meeting as Committee of the Whole separately from Board of Commissioners' Meeting)

Library Service Delivery and Collaboration Group (Greater Minnesota/AMC)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB); *(PLUS, Subcommittees) – Executive & Radio
Cost Allocation Committee*
NACO – Mileage ONLY, NO Per Diems
Parks Board
Planning Commission
Public Health Commission
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole (if meeting separately from Board of Commissioners'
Meeting); *(PLUS, Subcommittee) – East Metro Transportation*
So. Center/So. Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association
Water Plan Policy Team
Chisago County Technology Committee
Chisago County Facilities and Maintenance Committee
One Watershed One Plan

**Chisago County
Board of Commissioners**

**ESTABLISHING ELECTED OFFICIALS & CONTRACTED
EMPLOYEE SALARIES**

**RESOLUTION NO. 22/1221-X
ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE SALARIES**

WHEREAS, M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator; and

WHEREAS, the salaries of said elected officials are exempt from the provisions of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and County Administrator, are not exempt from the provisions of the Minnesota Pay Equity Act; but all do remain within the prerogative of the County Board to establish, and

WHEREAS, this Board has considered the relevancy of these salaries to other management salaries within the County and to the salaries of comparable positions in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salaries for the County's elected officials in the following amounts effective January 1, 2023:

	<u>2018</u> <u>Amount</u>	<u>2019</u> <u>Amount</u>	<u>2020</u> <u>Amount</u>	<u>2021</u> <u>Amount</u>	<u>2022</u> <u>Amount</u>	<u>2023</u> <u>Amount</u>
County Sheriff	\$122,745	\$125,814	\$129,588	\$138,179.76	\$143,404.67	\$151,879.89
County Attorney	\$120,000	\$123,000	\$133,900	\$142,578.00	\$147,969.23	\$151,879.89

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the Chief Deputy Sheriff in the following amount effective January 1, 2023:

	<u>2018</u> <u>Amount</u>	<u>2019</u> <u>Amount</u>	<u>2020</u> <u>Amount</u>	<u>2021</u> <u>Amount</u>	<u>2022</u> <u>Amount</u>	<u>2023</u> <u>Amount</u>
Chief Deputy Sheriff	\$100,603	\$103,118	\$106,211	\$117,429	\$121,869.27	\$133,418.25

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the County Administrator in the following amount effective January 1, 2023:

	<u>2020</u> <u>Amount</u>	<u>2021</u> <u>Amount</u>	<u>2022</u> <u>Amount</u>	<u>2023</u> <u>Amount</u>
County Administrator	\$131,544	\$131,407	\$136,375.82	\$154,750.89

**Chisago County
Board of Commissioners**

**COMPENSATION FOR VOLUNTEER/CITIZEN COMMITTEES
FOR 2022**

**RESOLUTION NO. 22/1221-X
ESTABLISHING COMPENSATION FOR
VOLUNTEER/CITIZEN COMMITTEES
FOR 2023**

BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes the per diem rate of \$ 65.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

NOTE: 2007-2022 was \$50.00/meeting

**Chisago County
Board of Commissioners**

**COST OF LIVING ADJUSTMENT FOR NON-UNION
EMPLOYEES FOR 2023**

**RESOLUTION NO. 22/1221-X
AUTHORIZING A COST OF LIVING
ADJUSTMENT FOR NON-UNION
EMPLOYEES FOR 2023**

WHEREAS, the County Board of Commissioners is authorized to establish the pay system for employees under its jurisdiction and is further authorized to adjust said system as it deems appropriate; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the county's master wage schedules to be adjusted to the Baker Tilly '105% Wage Schedule' for non-union employees, and all non-union staff be moved to the Baker Tilly recommended step and grade, and not otherwise subject to statutory provisions, and that said adjustment is effective January 1st, 2023.

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 23
Title of Item for Consideration: 2023 Enterprise Services CIP Projects	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: CIP approved by Board on 11-16-2022.	
Background: Due to the long lead times on most products, Enterprise Services is requesting permission to proceed with the CIP / ARPA projects that were approved by the Board at the November 16th, 2022 meeting for the 2023 year. No payments will be due in 2022, all invoices will be paid in 2023. It is respectfully requested that the Chisago County Board of Commissioners decide to lease / purchase the CISCO Project items over 3 years with an interest rate of 0%, or pay cash? The County has the funds allocated in the 2023 CIP to pay for the equipment. Approved Total Cost for Cisco Project = \$1,008,358 Actual Cost = \$977,389 Contingency = \$30,969 Attachment(s): 2023 Chisago County Capital Improvement Program - Cisco Quotes / Lease Information - List of project numbers	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to proceed with the 2023 CIP projects, as recommended for approval by the Board and attached. The following motion is suggested: <i>"Move to authorize the DES Director to proceed with the 2023 CIP projects as attached."</i> <i>And</i> <i>It is respectfully requested that the Chisago County Board of Commissioners decide to lease / purchase the CISCO Project items over 3 years with an interest rate of 0%, or pay cash? The County has the funds allocated in the 2023 CIP to pay for the equipment.</i>	
Implications of Action: By approving these projects to proceed we will be better able to schedule the implementations as we will be able to order product with long lead times as soon as possible. Budget/Financial Implications: All budgeted in the Board approved CIP. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state	

statutes and County authority and policies.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

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



Chicago 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 PT 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 center	\$ 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	Chicago 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 Sogo 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 AIT	Children's Services Collaborative	\$ 118,298	\$ -	\$ -	\$ -	\$ -	\$ 118,298
ARPA-0340 AIT	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 AIT	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 UID	Canoe, Motor and Boat - UID	\$ 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							
Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022							
ENTS-0028		\$ 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 funded	\$ -	\$ 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	Platter / 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
ENIS-0251	Replace 2 PCs in HHS due to age	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 2,200
ENIS-0252	Replace 32 Laptops in HHS due to age	\$ -	\$ 46,400	\$ -	\$ -	\$ -	\$ 46,400
ENIS-0253	Replace 8 laptops in the Jail due to age	\$ -	\$ 10,150	\$ -	\$ -	\$ -	\$ 10,150
ENIS-0254	Replace 3 Desktop PCs in the Jail due to age	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ 3,300
ENIS-0255	Replace "all in one" printer for Sheriff's Office due to age	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 750
ENIS-0256	Replace 6 Desktop PCs in Sheriff's Office due to age	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ 6,600
ENIS-0257	Replace 4 Laptops in Sheriff's Office due to age	\$ -	\$ 5,800	\$ -	\$ -	\$ -	\$ 5,800
ENIS-0258	Ver's Affairs replace 1 laptop due to age	\$ -	\$ 1,450	\$ -	\$ -	\$ -	\$ 1,450
ENIS-0259	Replace 1 printer due to age in Zoning	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ 850
ENIS-0260	Replace 3 laptops in Zoning due to age	\$ -	\$ 4,350	\$ -	\$ -	\$ -	\$ 4,350
ENIS-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 and Courthouse lots: east lot, handicap and judges, crackfill, sealcoat, re stripe	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
MNT-0055	Replace water heater at the Courthouse	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
MNT-0061	Replace carpet in the main public hallways of the 1989 Courthouse.	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 7,500
MNT-0072	Replace furnace at Almeland PW building.	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000
MNT-0076	Replace exterior doors at North Branch HHS	\$ -	\$ 10,000	\$ -	\$ -	\$ 5,100	\$ 5,100
MNT-0080	Replace boilers at 3 Chisago county libraries (Chisago Lakes, Wyoming & Replacement APC Automatic Transfer Switches (ATS) for AC power, multi	\$ 9,500	\$ -	\$ 240,000	\$ -	\$ -	\$ 240,000
MNT-0186	Repair / replace retaining wall around large parking lot at the Courthouse	\$ -	\$ 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 Highway Signage on 3rd floor	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
MNT-0267	Fencing and Parking Gate at PCS	\$ 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							
	Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	\$ 3,200	\$ 500	\$ 500	\$ 500	\$ 500	\$ 5,200
PBTN-0249		\$ 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

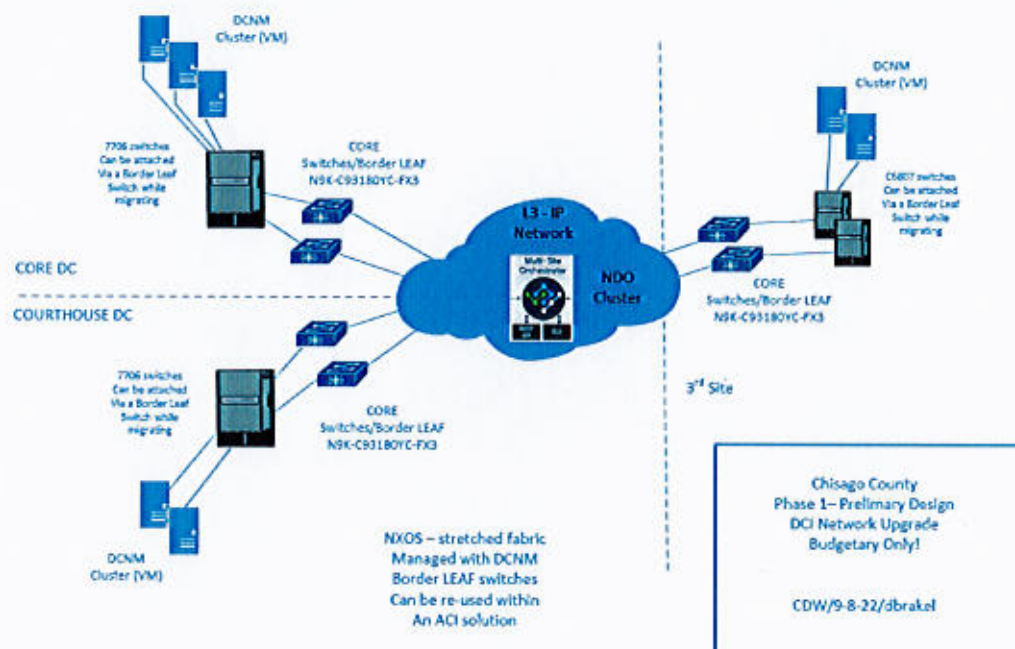
\$10,600,982 ARPA
\$2,281,051 CIP

Budgetary deployment estimates for Chisago County, MN. For calculating budget, this is not a detailed SOW and is not executable.

Phase 1 – VXLAN controlled via DCNM

- 8 hours - Requirements Gathering
- 76 hours – Design & Device Configuration
- 12 hours – Site Cutover & Integration (OT rate)
- 8 hours – First Day of Support
- 16 hours – Knowledge Transfer
- 8 hours – Documentation
- 26 hours – Project Management

Total Budgetary Cost = \$50,000.00 (fixed fee, includes a risk factor)



Layer 2 deployment only (no VXLAN, no DCNM)

- 8 hours - Discovery
- 11 hours - Requirements Gathering
- 2 hours – Hardware Inventory
- 57 hours – Design & Device Configuration
- 12 hours – Site Cutover & Integration (OT rate)
- 4 hours – First Day of Support
- 4 hours – Knowledge Transfer
- 8 hours – Documentation
- 21 hours – Project Management

Total Budgetary Cost = \$38,000.00 (fixed fee, includes a risk factor)



CSC Rep: Maggie Sexton
Title: Finance Manager
Phone: 610-386-3573
Email: masexton@cisco.com
Date: 12/12/2022

Financing Proposal

Prepared For:

Company: Chiasgo County

Between business as usual and your business transformed, there's a bridge. Acquiring the Cisco technology that your institution needs has never been easier.

Financing Costs Breakdown:

3 Year

Hardware/Softcosts	977,388.65
Total Amount Financed	<u>\$977,389</u>

Payment Structure Breakdown:

\$1 Buyout, Annual Payments

Payment Range	1 thru 3
Payment Amount	325,796.22
Rate	0.00%

General Terms and Conditions

- 1) The pricing and payments contained above and within this proposal is valid for 30 days and exclude all applicable sales taxes.
- 2) This proposal is for discussion purposes only. All payments and financing options are subject to final credit review, equipment, software and services configuration, approval and documentation by CSCC. All Final terms and conditions will be specified in the definitive financing agreement entered into between CSCC and Customer.
- 3) The above payments are based on like term SWAP interest rates as published at the ICE Report Center daily update referencing USD Rates 1100 (<https://www.theice.com/marketdata/reports/180>) and is subject to adjustment by CSCC prior to the commencement date to retain CSCC's implicit financing rate. Any basis point change in the like term SWAP will result in a corresponding basis point adjustment to the implicit finance rate in the lease which will then result in an adjustment to the lease payment.
- 4) In California, loans offered by Cisco Systems Capital Corporation will be made or arranged in accordance with California Financing Law.

Introducing Cisco Capital Financing

Cisco is pleased to present NCMC with this proposal for structured financing of your forthcoming Cisco Meraki and Infrastructure investments.

Why Technology Financing?

We have an in-depth knowledge of how customers can optimize their technology investments. We are the bridge between managing the demands of evolving market dynamics and today's financial requirements — making it easier for you to access the right technology to enable your digital transformation.

Why Finance with us?

Our primary purpose is to help our customers get the technology they need to digitally transform their business. We want to enable you to pay for your Cisco-led solutions in a seamless, flexible and affordable way. With a variety of offers and capabilities, we can almost always meet and exceed the unique requirements of your business.

We are flexible.

Whether you need consumption models, pay-as-you-go, bundled payments or traditional models, Cisco Capital offers more payment options to drive your business outcomes. You can:

- Bundle your technology into one predictable payment
- Match expenses more closely with revenue with our flexible payment structures
- Manage your equipment lifecycle

We are innovative.

We are constantly evolving with Cisco to provide new ways to enable you to consume technology and drive your business forward. We help you: Finance the total technology solution, including some third-party technology
Stay current with all your technology needs

We enable your business to be agile.

Our flexible payment options help you get the Cisco hardware, software, services and licenses you need quicker, so that you can adapt to market dynamics and exceed your desired business outcomes. You can:

- Accelerate your speed to market with flexible payment solutions
- Improve your ROI by matching your payments to when you see the benefit to your organization
- Have the technology and confidence you need to make faster decisions

***Terms and conditions may apply. Rates and availability vary by country.**



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam
The Netherlands

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PRICE QUOTE

QUOTE ID: 610246
Revision: 4
CUSTOMER ID: 4583375
QUOTE DATE: 12/08/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

230 N Milwaukee Ave
Vernon Hills, IL 60061
847-371-5600

Project: Site # 2
Attention: Adam Brandt
Prepared for: Chisago County Mics Dept.
15140 Per Rd
Center City, MN
55012

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamfly@cdw.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophhada@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1	SMARTnet duration- 36 months				
					Sub Total: \$ -
2-1	C9300-48P-A				
2-2	8	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$ 5,508.45	\$ 44,067.60
2-3	8	CON-SSSNT-C93004PA	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$ 2,348.86	\$ 18,790.88
2-4	8	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$ -	\$ -
2-5	8	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$ -	\$ -
2-6	8	PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	\$ 571.33	\$ 4,570.64
2-7	8	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$ 1,033.84	\$ 8,270.72
2-8	16	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
2-9	8	C9300-SSD-NONE	No SSD Card Selected	\$ -	\$ -
2-10	8	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ 54.41	\$ 435.28
2-11	8	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$ 51.69	\$ 413.52
2-12	8	TE-C9K-SW	TE agent for IOSXE on C9K	\$ -	\$ -
2-13	8	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$ -	\$ -
2-14	8	CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage	\$ 532.80	\$ 4,262.40
2-15	8	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$ 2,051.36	\$ 16,410.88
2-16	8	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
2-17	8	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
2-18	8	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$ -	\$ -
2-19	8	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$ -	\$ -
2-20	8	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$ -	\$ -
2-21	8	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$ -	\$ -
2-22	8	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
2-23	8	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$ -	\$ -
2-24	8	C9300-NM-NONE	No Network Module Selected	\$ -	\$ -



PRICE QUOTE

QUOTE ID: 610246 Revision: 4

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
Sub Total: \$ 97,221.92					
3-1		C9300-NM-2Q=			
3-2	5	C9300-NM-2Q=	Catalyst 9300 2 x 40GE Network Module, spare	\$ 1,387.53	\$ 6,937.65
Sub Total: \$ 6,937.65					
4-1		C9500-24Q-A			
4-2	2	C9500-24Q-A	Catalyst 9500 24-port 40G switch, Network Advantage	\$ 16,885.42	\$ 33,770.84
4-3	2	CON-SNT-C9500Q24	SNTC-8X5XNBD Catalyst 9500 24-port 40G switch, Networ	\$ 6,314.09	\$ 12,628.18
4-4	2	C9500-NW-A	C9500 Network Stack, Advantage	\$ -	\$ -
4-5	2	S9500UK9-176	Cisco Catalyst 9500 XE 17.6 UNIVERSAL	\$ -	\$ -
4-6	2	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$ -	\$ -
4-7	2	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	\$ 1,142.67	\$ 2,285.34
4-8	4	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
4-9	2	C9500-DNA-24Q-A	C9500 DNA Advantage, Term licenses	\$ -	\$ -
4-10	2	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$ 6,583.94	\$ 13,167.88
4-11	6	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
4-12	6	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
4-13	2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
Sub Total: \$ 61,852.24					
Quote Total: \$ 166,011.81					



PRICE QUOTE

QUOTE ID: 610249
Revision: 3
CUSTOMER ID: 4583375
QUOTE DATE: 12/08/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

230 N Milwaukee Ave
Vernon Hills, IL 60061
847-371-5600

Project: Highway
Attention: Adam Brandt
Prepared for: Chisago County Mics Dept.
15140 Per Rd
Center City, MN
55012

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamflyn@cdw.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophhada@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1	SMARTnet duration- 36 months				
				Sub Total: \$ -	
2-1	C9300-24P-A				
2-2	1	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$ 3,252.85	\$ 3,252.85
2-3	1	CON-SSSNT-C93002PA	SOLN SUPP 8X5XNBD Catalyst 9300 24-port PoE+, Network Adva	\$ 1,387.27	\$ 1,387.27
2-4	1	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$ -	\$ -
2-5	1	PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	\$ 571.33	\$ 571.33
2-6	1	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$ 1,033.84	\$ 1,033.84
2-7	2	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
2-8	1	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$ -	\$ -
2-9	1	CON-SSTCM-C93A24	SOLN SUPP SW SUBC9300 DNA Advantage	\$ 283.20	\$ 283.20
2-10	1	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	\$ 1,093.70	\$ 1,093.70
2-11	1	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
2-12	1	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
2-13	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
2-14	1	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$ -	\$ -
2-15	1	C9300-NM-NONE	No Network Module Selected	\$ -	\$ -
2-16	1	TE-C9K-SW	TE agent for IOSXE on C9K	\$ -	\$ -
2-17	1	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$ -	\$ -
2-18	1	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$ -	\$ -
2-19	1	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$ -	\$ -
2-20	1	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$ -	\$ -
2-21	1	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$ -	\$ -
2-22	1	C9300-SSD-NONE	No SSD Card Selected	\$ -	\$ -
2-23	1	C9300-STACK-NONE	No Stack Cable Selected	\$ -	\$ -
2-24	1	C9300-SPWR-NONE	No Stack Power Cable Selected	\$ -	\$ -



PRICE QUOTE

QUOTE ID: 610249 Revision: 3

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
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Sub Total: \$ 7,622.19

Quote Total: \$ 7,622.19



PRICE QUOTE

230 N Milwaukee Ave
Vernon Hills, IL 60061
847-371-5600

Project: North Branch
Attention: Adam Brandt
Prepared for: Chisago County Mics Dept.
15140 Per Rd
Center City, MN
55012

QUOTE ID: 610251
Revision: 4
CUSTOMER ID: 4583375
QUOTE DATE: 12/08/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamflynn@cdwg.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophieheadrick@cdwg.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1		SMARTnet duration- 36 months			
					Sub Total: \$ -
2-1		C9300-48P-A			
2-2	3	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$ 5,508.45	\$ 16,525.35
2-3	3	CON-SSSNT-C93004PA	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adv	\$ 2,348.86	\$ 7,046.58
2-4	3	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$ -	\$ -
2-5	3	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$ -	\$ -
2-6	3	PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	\$ 571.33	\$ 1,713.99
2-7	3	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$ 1,033.84	\$ 3,101.52
2-8	6	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
2-9	3	C9300-SSD-NONE	No SSD Card Selected	\$ -	\$ -
2-10	3	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ 54.41	\$ 163.23
2-11	3	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$ 51.69	\$ 155.07
2-12	3	TE-C9K-SW	TE agent for IOSXE on C9K	\$ -	\$ -
2-13	3	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$ -	\$ -
2-14	3	CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage	\$ 532.80	\$ 1,598.40
2-15	3	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$ 2,051.36	\$ 6,154.08
2-16	3	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
2-17	3	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
2-18	3	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$ -	\$ -
2-19	3	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$ -	\$ -
2-20	3	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$ -	\$ -
2-21	3	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$ -	\$ -
2-22	3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
2-23	3	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$ -	\$ -
2-24	3	C9300-NM-NONE	No Network Module Selected	\$ -	\$ -



PRICE QUOTE

QUOTE ID: 610251 Revision: 4

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
Sub Total: \$ 36,458.22					
3-1		C9300-NM-2Q=			
3-2	2	C9300-NM-2Q=	Catalyst 9300 2 x 40GE Network Module, spare	\$ 1,387.53	\$ 2,775.06
Sub Total: \$ 2,775.06					
Quote Total: \$ 39,233.28					



PRICE QUOTE

230 N Milwaukee Ave
Vernon Hills, IL 60061

Project: Court House
Attention: Dan Weber
Prepared for: Chisago County Mics Dept.
313 N Main St, Suite 140
Center City, MN
55012-9663

QUOTE ID: 610264
Revision: 5
CUSTOMER ID: 4583375
QUOTE DATE: 12/09/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamflynn@cdw.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophhead@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1	SMARTnet duration- 36 months				
					Sub Total: \$ -
2-1	C9300-48P-A				
2-2	8	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$ 5,508.45	\$ 44,067.60
2-3	8	CON-SSSNT-C93004PA	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adv	\$ 2,348.86	\$ 18,790.88
2-4	8	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$ -	\$ -
2-5	8	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$ -	\$ -
2-6	8	PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	\$ 571.33	\$ 4,570.64
2-7	8	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$ 1,033.84	\$ 8,270.72
2-8	16	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
2-9	8	C9300-SSD-NONE	No SSD Card Selected	\$ -	\$ -
2-10	8	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ 54.41	\$ 435.28
2-11	8	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$ 51.69	\$ 413.52
2-12	8	TE-C9K-SW	TE agent for IOSXE on C9K	\$ -	\$ -
2-13	8	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$ -	\$ -
2-14	8	CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage	\$ 532.80	\$ 4,262.40
2-15	8	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$ 2,051.36	\$ 16,410.88
2-16	8	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
2-17	8	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
2-18	8	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$ -	\$ -
2-19	8	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$ -	\$ -
2-20	8	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$ -	\$ -
2-21	8	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$ -	\$ -
2-22	8	C9300-NM-2Q	Catalyst 9300 2 x 40GE Network Module	\$ 1,387.53	\$ 11,100.24
2-23	8	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
					Sub Total: \$ 108,322.16



PRICE QUOTE

QUOTE ID: 610264 Revision: 5

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
3-1		C9300-48P-A			
3-2	1	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$ 5,508.45	\$ 5,508.45
3-3	1	CON-SSSNT-C93004PA	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$ 2,348.86	\$ 2,348.86
3-4	1	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$ -	\$ -
3-5	1	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$ -	\$ -
3-6	1	PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	\$ 571.33	\$ 571.33
3-7	1	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$ 1,033.84	\$ 1,033.84
3-8	2	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
3-9	1	C9300-SSD-NONE	No SSD Card Selected	\$ -	\$ -
3-10	1	TE-C9K-SW	TE agent for IOSXE on C9K	\$ -	\$ -
3-11	1	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$ -	\$ -
3-12	1	CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage	\$ 532.80	\$ 532.80
3-13	1	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$ 2,051.36	\$ 2,051.36
3-14	1	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
3-15	1	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
3-16	1	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$ -	\$ -
3-17	1	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$ -	\$ -
3-18	1	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$ -	\$ -
3-19	1	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$ -	\$ -
3-20	1	C9300-NM-2Q	Catalyst 9300 2 x 40GE Network Module	\$ 1,387.53	\$ 1,387.53
3-21	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
3-22	1	C9300-STACK-NONE	No Stack Cable Selected	\$ -	\$ -
3-23	1	C9300-SPWR-NONE	No Stack Power Cable Selected	\$ -	\$ -

Sub Total: \$ 13,434.17

4-1		C9500-24Q-A			
4-2	2	C9500-24Q-A	Catalyst 9500 24-port 40G switch, Network Advantage	\$ 16,885.42	\$ 33,770.84
4-3	2	CON-SSSNT-C9500Q24	SOLN SUPP 8X5XNBD Catalyst 9500 24-port 40G switch, Networ	\$ 7,199.28	\$ 14,398.56
4-4	2	C9500-NW-A	C9500 Network Stack, Advantage	\$ -	\$ -
4-5	2	S9500UK9-176	Cisco Catalyst 9500 XE 17.6 UNIVERSAL	\$ -	\$ -
4-6	2	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$ -	\$ -
4-7	2	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	\$ 1,142.67	\$ 2,285.34
4-8	4	CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -
4-9	2	C9500-DNA-24Q-A	C9500 DNA Advantage, Term licenses	\$ -	\$ -
4-10	2	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$ 6,583.94	\$ 13,167.88
4-11	2	CON-SSTCM-C9524QA	SOLN SUPP SW SUBC9500 DNA Advantage	\$ 1,708.80	\$ 3,417.60



PRICE QUOTE

QUOTE ID: 610264 Revision: 5

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
4-12	6	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$ -	\$ -
4-13	6	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$ -	\$ -
4-14	2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$ -	\$ -
				Sub Total: \$ 67,040.22	
5-1	N9K-C93180YC-FX3				
5-2	3	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	\$ 15,099.53	\$ 45,298.59
5-3	3	CON-SNT-N9KC93X3	SNTC-8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	\$ 3,684.00	\$ 11,052.00
5-4	3	MODE-NXOS	Dummy PID for mode selection	\$ -	\$ -
5-5	3	NXOS-CS-10.3.1F	Nexus 9300, 9500, 9800 NX-OS SW 10.3.1 (64bit) Cisco Silicon	\$ -	\$ -
5-6	3	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$ -	\$ -
5-7	6	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$ -	\$ -
5-8	3	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	\$ 554.01	\$ 1,662.03
5-9	3	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$ -	\$ -
5-10	3	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$ -	\$ -
5-11	6	NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	\$ -	\$ -
5-12	12	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$ -	\$ -
5-13	3	MODE-FEX	Dummy PID for mode selection	\$ -	\$ -
5-14	3	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	\$ 10,232.42	\$ 30,697.26
				Sub Total: \$ 88,709.88	
6-1	QSFP-40/100-SRBD=				
6-2	24	QSFP-40/100-SRBD=	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$ 1,247.42	\$ 29,938.08
				Sub Total: \$ 29,938.08	
				Quote Total: \$ 307,444.51	



PRICE QUOTE

230 N Milwaukee Ave
Vernon Hills, IL 60061

Project: 40GB Option
Attention: Dan Weber
Prepared for: Chisago County Mics Dept.
313 N Main St, Suite 140
Center City, MN
55012-9663

QUOTE ID: 610268
Revision: 4
CUSTOMER ID: 4583375
QUOTE DATE: 12/08/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamflynn@cdwg.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophieheadrick@cdwg.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
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1-1 SMARTnet duration- 36 months

Sub Total: \$ -

2-1 N9K-C9336C-FX2

2-2	2	N9K-C9336C-FX2	Nexus 9300 Series, 36p 40/100G QSFP28	\$ 17,844.90	\$ 35,689.80
2-3	2	CON-SNT-N9336FX2	SNTC-8X5XNBD Nexus 9300 Series, 36p 40/100G QSFP28	\$ 4,353.60	\$ 8,707.20
2-4	2	MODE-NXOS	Dummy PID for mode selection	\$ -	\$ -
2-5	2	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$ -	\$ -
2-6	2	NXOS-10.1.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 10.1.2	\$ -	\$ -
2-7	2	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$ -	\$ -
2-8	4	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$ -	\$ -
2-9	4	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$ -	\$ -
2-10	6	NXA-FAN-65CFM-PE	Nexus Fan, 65CFM, port side exhaust airflow	\$ -	\$ -
2-11	2	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$ -	\$ -
2-12	2	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	\$ 12,234.42	\$ 24,468.84

Sub Total: \$ 68,865.84

3-1 QSFP-H40G-CU2M=

3-2	2	QSFP-H40G-CU2M=	40GBASE-CR4 Passive Copper Cable, 2m	\$ 151.19	\$ 302.38
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Sub Total: \$ 302.38

4-1 N9K-C9336C-FX2

4-2	2	N9K-C9336C-FX2	Nexus 9300 Series, 36p 40/100G QSFP28	\$ 17,844.90	\$ 35,689.80
4-3	2	CON-SNT-N9336FX2	SNTC-8X5XNBD Nexus 9300 Series, 36p 40/100G QSFP28	\$ 4,353.60	\$ 8,707.20
4-4	2	MODE-NXOS	Dummy PID for mode selection	\$ -	\$ -
4-5	2	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$ -	\$ -
4-6	2	NXOS-10.1.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 10.1.2	\$ -	\$ -
4-7	2	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$ -	\$ -

Page 1 of 2

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND



PRICE QUOTE

QUOTE ID: 610268 Revision: 4

Prepared for: Chisago County Mics Dept.

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
4-8	4	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$ -	\$ -
4-9	4	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$ -	\$ -
4-10	6	NXA-FAN-65CFM-PE	Nexus Fan, 65CFM, port side exhaust airflow	\$ -	\$ -
4-11	2	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$ -	\$ -
4-12	2	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	\$ 12,234.42	\$ 24,468.84
Sub Total:				\$ 68,865.84	
5-1	QSFP-H40G-CU2M=				
5-2	2	QSFP-H40G-CU2M=	40GBASE-CR4 Passive Copper Cable, 2m	\$ 151.19	\$ 302.38
Sub Total:				\$ 302.38	
6-1	N9K-C9336C-FX2				
6-2	1	N9K-C9336C-FX2	Nexus 9300 Series, 36p 40/100G QSFP28	\$ 17,844.90	\$ 17,844.90
6-3	1	CON-SNT-N9336FX2	SNTC-8X5XNBD Nexus 9300 Series, 36p 40/100G QSFP28	\$ 4,353.60	\$ 4,353.60
6-4	1	MODE-NXOS	Dummy PID for mode selection	\$ -	\$ -
6-5	1	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$ -	\$ -
6-6	1	NXOS-10.1.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 10.1.2	\$ -	\$ -
6-7	1	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$ -	\$ -
6-8	2	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$ -	\$ -
6-9	2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$ -	\$ -
6-10	3	NXA-FAN-65CFM-PE	Nexus Fan, 65CFM, port side exhaust airflow	\$ -	\$ -
6-11	1	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$ -	\$ -
6-12	1	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	\$ 12,234.42	\$ 12,234.42
Sub Total:				\$ 34,432.92	
7-1	QSFP-H40G-CU2M=				
7-2	2	QSFP-H40G-CU2M=	40GBASE-CR4 Passive Copper Cable, 2m	\$ 151.19	\$ 302.38
Sub Total:				\$ 302.38	
8-1	ND-VIRTUAL=				
8-2	1	ND-VIRTUAL=	Cisco Nexus Dashboard - Virtual form	\$ -	\$ -
8-3	1	CON-ECMU-NDAVIRTU	SWSS UPGRADES Virtual Nexus Dashboard	\$ 1,564.80	\$ 1,564.80
Sub Total:				\$ 1,564.80	
Quote Total:				\$ 174,636.54	



PRICE QUOTE

230 N Milwaukee Ave
Vernon Hills, IL 60061

Project: Training Credits
Attention: Dan Weber
Prepared for: Chisago County Mics Dept.
313 N Main St, Suite 140
Center City, MN
55012-9663

QUOTE ID: 610270
Revision: 1
CUSTOMER ID: 4583375
QUOTE DATE: 12/07/2022
QUOTE EXPIRES: 01/09/2023
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamfly@cdw.com
ISR: Sophie Headrick
Phone: (312) 705-6268
Email: sophiada@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1		TRN-CLC-001			
1-2	2	TRN-CLC-001	100 Training credit. Expires in 1 yr. Team Captain required	\$ 5,500.00	\$ 11,000.00

Quote Total: \$ 11,000.00



PRICE QUOTE

QUOTE ID: 610470

Revision: 1

CUSTOMER ID: 4583375

QUOTE DATE: 12/09/2022

QUOTE EXPIRES: 01/09/2023

PAYMENT TERMS: Net 30 Days

FOB: Port of Origin

230 N Milwaukee Ave
Vernon Hills, IL 60061

Project: UCS - FI Only
Attention: Dan Weber
Prepared for: Chisago County Mics Dept.
313 N Main St, Suite 140
Center City, MN
55012-9663

Sales Person: Adam Flynn
Phone: (847) 968-9303
Fax: (847) 968-1303
Email: adamfly@cdw.com
ISR: Garrett Barber
Phone: (920) 996-3048
Email: garbar@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1		36 Month SMARTnet			
1-2		UCS-FI-6454-U			
1-3	8	UCS-FI-6454-U	UCS Fabric Interconnect 6454	\$ 18,125.69	\$ 145,005.52
1-4	8	CON-L14HR-SFI6454U	CX LEVEL 1 24X7X4 UCS Fabric Interconnect 6454	\$ 8,362.01	\$ 66,896.08
1-5	8	N10-MGT017	UCS Manager v4.1 and Intersight Managed Mode v4.1	\$ -	\$ -
1-6	16	UCS-PSU-6332-AC	UCS 6332/ 6454 Power Supply/100-240VAC	\$ 596.17	\$ 9,538.72
1-7	16	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$ -	\$ -
1-8	8	UCS-ACC-6332	UCS 6332/ 6454 Chassis Accessory Kit	\$ -	\$ -
1-9	32	UCS-FAN-6332	UCS 6332/ 6454 Fan Module	\$ -	\$ -

Quote Total: \$ 221,440.32

2023 CIP project number list

Small Equipment:

ENTS-0028, ENTS-0031, ENTS-0088, ENTS-0096, ENTS-0098, ENTS-0179, ENTS-0243, ENTS-0244, ENTS-0245, ENTS-0246, ENTS-0248, ENTS-0250, ENTS-0251, ENTS-0254, ENTS-0255, ENTS-0256, ENTS-0259.

CISCO Core Network Upgrade:

ARPA-0092ENTS, ARPA-0101ENTS, ARPA-0102ENTS, ARPA-0202ENTS, ENTS-0099, ENTS-0103.

Other Projects:

ARPA-0086ENTS, ARPA-0087ENTS, ARPA-0093ENTS, ARPA-0133ENTS, MNT-0094, MNT-0219.

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 23
Title of Item for Consideration: Emergency Foster Care Contract – Wendy and David Cook	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of the Cooks EFC Contract 1/1-12/31/2022.	
Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.	
Attachment(s): - Contract between Chisago County and Wendy and David Cook - Emergency Foster Care description, Attachment A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Wendy and David Cook for one year (January 1, 2023 through December 31, 2023). The suggested motion is as follows:	
<i>“Move to approve the contract between Chisago County and Wendy and David Cook”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County to provide emergency shelter foster care for children in crisis.	
Budget/Financial Implications: The Financial implications are budgeted from levy dollars	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**CONTRACT BETWEEN
CHISAGO COUNTY AND Wendy and David Cook**

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Wendy and David Cook, 6073 315th ST, Stacy, MN 55079 (hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) Term of Agreement

The Provider agrees to furnish services to the benefit of the County commencing effective **January 1st through December 31st, 2023** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) Services

The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) Cost of the Agreement

The provider will be paid twenty dollars (\$20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars (\$10.10) per day for county recognized holidays/ days the government center is closed as identified at <https://mn-chisagocounty.civicplus.com/733/Observed-Holidays>. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) Payment for Services

The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

5.) Indemnification and Insurance

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) **Compliance with Laws/Standards**

The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the Provider is responsible.

7.) **Independent Contractor**

The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Mary Welty, Child Foster Care Licensing Worker
651 213-5660

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the Provider is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the Provider may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

9.) **Merger and Modification**

It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) Default and Cancellation

If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) Nondiscrimination

During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

Rick Greene
Chair, County Board of Commissioners

Date: _____

Chase Burnham
County Administrator

Date: _____

Wendy Cook
Provider

Date: _____

David Cook
Provider

Date: _____

Robert Benson, Director
Chisago County Health and Human Services

Date: _____

Reviewed as to Form:

Janet Reiter
Chisago County Attorney

Date: _____

Attachment A
Emergency Foster Care Program Description

The Agency Shall:

1. The Provider shall be able to access the assistance of on-call Agency staff after office hours, holidays and weekends.
2. The Agency will provide the Provider with the Information and Referral form about each child within 5 working days, the Out of Home Placement Plan within 30 days, and legal notification as required by rule.
3. The Agency will keep the Provider informed regarding the development of plans for the child in placement and will give the Provider notice when a child is going to be removed from their home. The length of this notice is determined case by case.
4. The location of the child's placement is provided to the child's family, unless unique circumstances exist in accordance with state law. This law precludes the release of such information or authorizes the withholding of such information. State law requires the parents have the right to information about the location of their child, unless the release of placement location would place the child's health or welfare in danger. The county agrees to discuss the release of said information with the provider prior to such action. However, the release or withholding of this information is entirely at the discretion of the County and the provider shall abide by the decision for the county.
5. Arrange visitation with the child's parents. The Foster Provider will be notified of the time, location, and frequency of visits.
6. Provide a cell phone, if requested.
7. Coordinate the on-call schedule.

The Foster Provider Shall:

1. Be available for emergency placement between 4:30 PM to 8 AM weekdays, 4:30 PM Friday to 8 AM Mondays, and Holidays, while on coverage. Providers shall be available by cell phone.
2. Commit to allowing a child placed in your home until the child can return home or is placed in another designated placement.
3. Agree to accept a placement unless in consultation with the Agency it was agreed to be a reasonable cause for declining a placement.
4. Work with the case manager to implement school plans and service plans. For short-term placements, transfer from other school districts will usually not be made. If requested, the provider will enroll the child in the local school, or make bus arrangements for an education program. Within reasonable limits, and in consultation with the licensing worker, the Provider will transport children to a school district out of the foster parents' local area.

5. Agree with the on-call schedule. The Provider will agree to a rotating coverage schedule. The schedule will be coordinated by the Chisago County Social Worker. The frequency and duration of on-call will depend on the number of homes providing Emergency Shelter Care. The schedule will be made with consideration of the needs of each Provider and the need of the County to have a home available.
6. Attend SIDS, Shaken Baby Syndrome and Child Restraint Safety Training if the provider has not completed these trainings in the previous 5 years. Also attend child CPR and First Aid training upon request of licenser.
7. Meet and maintain licensing requirements in cooperation with the agency.
8. Accept placements only from Chisago County personnel.
9. Foster children are not to share same bed unless approved by worker. Boys and girls are to sleep on separate rooms with monitoring devices if on the same level of the home. Infants/preschoolers are the exception to this.
10. Have necessary equipment for child available i.e. crib, playpen, car seat, diapers, lice shampoo and formula. Agency could possibly assist with additional equipment needed in an emergency placement of sibling groups.
11. Chisago County will provide cell phones for emergency foster families that do not have one available. Families will be responsible for replacement/repair of cell phone if lost and/or damaged.
12. Respond to cell phone within 15 minutes and be within 30 minutes arrival time from the home. Arrangements for placement will be made between worker and foster parent or approved substitute care provider.
13. Providers need to accept referrals when on call. If there is an unusual circumstance, issues will be discussed with placing worker and problem-solved as needed.
14. Providers will obligate themselves for a minimum of 2 months per contract year while scheduled for the on-call rotation. The provider's shift will commence at Midnight on the 1st of the calendar month and end at Midnight on the last day of the month. However, it is possible that a child will need to remain in the shelter home past the time the provider is actually on call.
15. Provider shall attend periodic meetings and required specialized training upon request.
16. For providers with a dual-license (foster care and child care), it will be necessary to have a written protection plan, explaining how they are able to provide adequate supervision for children in their child care setting and also care for emergency shelter care placements. This will need to be in written form and will be placed in the foster care file and childcare file.
17. When the scheduled provider has reached capacity, he/she will contact the CFC Licensing Social Worker. The CFC Licensing Social Worker will request an alternate provider to

assume responsibilities of the emergency foster care services and notify the after hours staff of this change.

If the scheduled provider reaches capacity, and the CFC Licensing Social Worker is not available (evenings and weekends); he/she will contact the After Hours staff to have the emergency shelter responsibilities reassigned to an alternate emergency foster care provider.

Payment:

1. The Provider will receive \$20.20 per day (\$30.30 per day on holidays and days that the government center is closed) to provide emergency shelter care. A day is defined as a 24 hour period commencing at Midnight. The provider will submit a Voucher/Invoice form to receive this payment. In the event that the scheduled provider is unable to accommodate emergency placements for any reason, alternate provider will be paid the shelter rate beginning the day he/she takes responsibility for the emergency foster care services.
2. When placement occurs, the provider will receive a daily payment amount for the first 30 days based on the Northstar Care for Children basic daily rate for the age of the child plus Level D for the supplemental difficulty of care daily rate. After 30 days, the child's social worker will complete a Minnesota Assessment of Parenting for Children and Youth (MAPCY) with the Provider's input and the rate will be adjusted according to the outcome of the assessment.

The daily payment per child includes costs incurred by the provider for food, entertainment, incidentals, normal wear and tear, customary transportation and hygiene products. If a child comes into emergency placement on a Friday night or during the weekend/Holiday and he/she does not have any clothing except what they are wearing, you are authorized to be reimbursed for clothing purchases for up to \$25 per child without getting prior authorization. All other clothing expenditures above \$25 need prior approval by the child's case manager if you desire reimbursement from the Agency. The child's parents are billed for all clothing expenses by the Agency.

The Provider will submit a monthly Voucher/Invoice form for each child in care by the 5th of the following month. The agency will make payment to providers within 45 days of receipt of the Voucher/Invoice.

Termination of Agreement:

This Agreement may be canceled at anytime by either party, with or without cause, upon 15 days written notice.

The Agency may immediately terminate the agreement if Chisago County Human Services determines that the provider has violated the terms or conditions of this agreement or has endangered or is likely to endanger the health, safety or welfare of any client. No payments shall be made for the period during which services are suspended, unless otherwise determined by the county.

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 24
Title of Item for Consideration: Emergency Foster Care Contract – Maggie and Ryan Fure	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict. Attachment(s): - Contract between Chisago County and Maggie and Ryan Fure - Emergency Foster Care Description, Attachment A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Maggie and Ryan Fure for one year (January 1, 2023 through December 31, 2023). The suggested motion is as follows: <i>“Move to approve the contract between Chisago County and Maggie and Ryan Fure”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County to provide emergency shelter foster care for children in crisis. Budget/Financial Implications: The Financial implications are budgeted from levy dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**CONTRACT BETWEEN
CHISAGO COUNTY AND MAGGIE and RYAN FURE**

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Maggie and Ryan Fure, 31188 Wallmark Lake DR. Chisago City, MN 55013 (hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) Term of Agreement

The Provider agrees to furnish services to the benefit of the County commencing effective **January 1st through December 31st, 2023** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) Services

The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) Cost of the Agreement

The provider will be paid twenty dollars (\$20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars (\$10.10) per day for county recognized holidays/ days the government center is closed as identified at <https://mn-chisagocounty.civicplus.com/733/Observed-Holidays>. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) Payment for Services

The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

5.) Indemnification and Insurance

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) Compliance with Laws/Standards

The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the Provider is responsible.

7.) Independent Contractor

The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Mary Welty, Child Foster Care Licensing Worker
651 213-5660

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the Provider is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the Provider may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

9.) Merger and Modification

It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) Default and Cancellation

If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) Nondiscrimination

During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

Rick Greene
Chair, County Board of Commissioners

Date: _____

Chase Burnham
County Administrator

Date: _____

Maggie Fure
Provider

Date: _____

Ryan Fure
Provider

Date: _____

Robert Benson, Director
Chisago County Health and Human Services

Date: _____

Reviewed as to Form:

Janet Reiter
Chisago County Attorney

Date: _____

Attachment A
Emergency Foster Care Program Description

The Agency Shall:

1. The Provider shall be able to access the assistance of on-call Agency staff after office hours, holidays and weekends.
2. The Agency will provide the Provider with the Information and Referral form about each child within 5 working days, the Out of Home Placement Plan within 30 days, and legal notification as required by rule.
3. The Agency will keep the Provider informed regarding the development of plans for the child in placement and will give the Provider notice when a child is going to be removed from their home. The length of this notice is determined case by case.
4. The location of the child's placement is provided to the child's family, unless unique circumstances exist in accordance with state law. This law precludes the release of such information or authorizes the withholding of such information. State law requires the parents have the right to information about the location of their child, unless the release of placement location would place the child's health or welfare in danger. The county agrees to discuss the release of said information with the provider prior to such action. However, the release or withholding of this information is entirely at the discretion of the County and the provider shall abide by the decision for the county.
5. Arrange visitation with the child's parents. The Foster Provider will be notified of the time, location, and frequency of visits.
6. Provide a cell phone, if requested.
7. Coordinate the on-call schedule.

The Foster Provider Shall:

1. Be available for emergency placement between 4:30 PM to 8 AM weekdays, 4:30 PM Friday to 8 AM Mondays, and Holidays, while on coverage. Providers shall be available by cell phone.
2. Commit to allowing a child placed in your home until the child can return home or is placed in another designated placement.
3. Agree to accept a placement unless in consultation with the Agency it was agreed to be a reasonable cause for declining a placement.
4. Work with the case manager to implement school plans and service plans. For short-term placements, transfer from other school districts will usually not be made. If requested, the provider will enroll the child in the local school, or make bus arrangements for an education program. Within reasonable limits, and in consultation with the licensing worker, the Provider will transport children to a school district out of the foster parents' local area.

5. Agree with the on-call schedule. The Provider will agree to a rotating coverage schedule. The schedule will be coordinated by the Chisago County Social Worker. The frequency and duration of on-call will depend on the number of homes providing Emergency Shelter Care. The schedule will be made with consideration of the needs of each Provider and the need of the County to have a home available.
6. Attend SIDS, Shaken Baby Syndrome and Child Restraint Safety Training if the provider has not completed these trainings in the previous 5 years. Also attend child CPR and First Aid training upon request of licensor.
7. Meet and maintain licensing requirements in cooperation with the agency.
8. Accept placements only from Chisago County personnel.
9. Foster children are not to share same bed unless approved by worker. Boys and girls are to sleep on separate rooms with monitoring devices if on the same level of the home. Infants/preschoolers are the exception to this.
10. Have necessary equipment for child available i.e. crib, playpen, car seat, diapers, lice shampoo and formula. Agency could possibly assist with additional equipment needed in an emergency placement of sibling groups.
11. Chisago County will provide cell phones for emergency foster families that do not have one available. Families will be responsible for replacement/repair of cell phone if lost and/or damaged.
12. Respond to cell phone within 15 minutes and be within 30 minutes arrival time from the home. Arrangements for placement will be made between worker and foster parent or approved substitute care provider.
13. Providers need to accept referrals when on call. If there is an unusual circumstance, issues will be discussed with placing worker and problem-solved as needed.
14. Providers will obligate themselves for a minimum of 2 months per contract year while scheduled for the on-call rotation. The provider's shift will commence at Midnight on the 1st of the calendar month and end at Midnight on the last day of the month. However, it is possible that a child will need to remain in the shelter home past the time the provider is actually on call.
15. Provider shall attend periodic meetings and required specialized training upon request.
16. For providers with a dual-license (foster care and child care), it will be necessary to have a written protection plan, explaining how they are able to provide adequate supervision for children in their child care setting and also care for emergency shelter care placements. This will need to be in written form and will be placed in the foster care file and childcare file.
17. When the scheduled provider has reached capacity, he/she will contact the CFC Licensing Social Worker. The CFC Licensing Social Worker will request an alternate provider to

assume responsibilities of the emergency foster care services and notify the after hours staff of this change.

If the scheduled provider reaches capacity, and the CFC Licensing Social Worker is not available (evenings and weekends); he/she will contact the After Hours staff to have the emergency shelter responsibilities reassigned to an alternate emergency foster care provider.

Payment:

1. The Provider will receive \$20.20 per day (\$30.30 per day on holidays and days that the government center is closed) to provide emergency shelter care. A day is defined as a 24 hour period commencing at Midnight. The provider will submit a Voucher/Invoice form to receive this payment. In the event that the scheduled provider is unable to accommodate emergency placements for any reason, alternate provider will be paid the shelter rate beginning the day he/she takes responsibility for the emergency foster care services.
2. When placement occurs, the provider will receive a daily payment amount for the first 30 days based on the Northstar Care for Children basic daily rate for the age of the child plus Level D for the supplemental difficulty of care daily rate. After 30 days, the child's social worker will complete a Minnesota Assessment of Parenting for Children and Youth (MAPCY) with the Provider's input and the rate will be adjusted according to the outcome of the assessment.

The daily payment per child includes costs incurred by the provider for food, entertainment, incidentals, normal wear and tear, customary transportation and hygiene products. If a child comes into emergency placement on a Friday night or during the weekend/Holiday and he/she does not have any clothing except what they are wearing, you are authorized to be reimbursed for clothing purchases for up to \$25 per child without getting prior authorization. All other clothing expenditures above \$25 need prior approval by the child's case manager if you desire reimbursement from the Agency. The child's parents are billed for all clothing expenses by the Agency.

The Provider will submit a monthly Voucher/Invoice form for each child in care by the 5th of the following month. The agency will make payment to providers within 45 days of receipt of the Voucher/Invoice.

Termination of Agreement:

This Agreement may be canceled at anytime by either party, with or without cause, upon 15 days written notice.

The Agency may immediately terminate the agreement if Chisago County Human Services determines that the provider has violated the terms or conditions of this agreement or has endangered or is likely to endanger the health, safety or welfare of any client. No payments shall be made for the period during which services are suspended, unless otherwise determined by the county.

Chisago County Request for Board Action

Meeting Date: December 21, 2022	Item Number: 25
Title of Item for Consideration: 2023-24 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District for U of MN Extension	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	
Background: The County previously agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supplies. The SWCD has available staff and office space to aid in meeting the County's commitment to the University of Minnesota Extension. The total obligation of the County for all compensation and reimbursement to the SWCD shall not exceed twenty-eight thousand five hundred dollars and no cents [\$28,500.00] for calendar year 2023 and thirty thousand dollars and no cents [\$30,000.00] for calendar year 2024 unless modified by amendment or supplement to this Agreement. Services provided by the SWCD include, but not limited to: Provide ¼ time (25% FTE) support staff services, at a rate of \$21,500 in 2023 and \$23,000 in 2024; and Provide office space and general use of the premises within the space occupied by the SWCD at a rate of \$7,000/year. Attachment(s): • 2023-24 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2023-24 Professional Technical Services Contract. The suggested motion to approve this action is as follows: <i>"Move to approve the 2023-24 Professional Technical Services Contract with the Chisago Soil and Water Conservation District."</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place. Budget/Financial Implications: The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed twenty-eight thousand five hundred dollars and no cents [\$28,500.00] for calendar year 2023 and thirty thousand dollars and no cents [\$30,000.00] for calendar year 2024 unless modified by amendment or supplement to this Agreement. This is budgeted. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The contract is subject to County Attorney approval as to form.	

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN
CHISAGO COUNTY AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT**

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, the County has agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supply; and

WHEREAS, the SWCD has available staff and office space to aid in meeting the County's commitment to the University of Minnesota Extension;

NOW, THEREFORE, it is agreed:

1. **SCOPE OF WORK:** Services provided by the SWCD include, but not limited to:
 - a. Provide ¼ time (25% FTE) support staff services, at a rate of \$21,500 in 2023 and \$23,000 in 2024;
 - b. Provide office space and general use of the premises within the space occupied by the SWCD at a rate of \$7,000/year.
2. **CONSIDERATION AND TERMS OF PAYMENT.**
 - a. Consideration for all services performed and goods or materials supplied by the SWCD pursuant to this contract shall be paid by County as follows:
 - i. Compensation Funds shall be paid by the County upon SWCD's presentation of invoice within thirty-five (35) days of County's receipt thereof.
 - ii. The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed twenty-eight thousand five hundred dollars and no cents [\$28,500.00] for calendar year 2023 and thirty thousand dollars and no cents [\$30,000.00] for calendar year 2024 unless modified by amendment or supplement to this Agreement.
 - b. **Terms of Payment.**
 - i. Payment shall be made by County promptly after the SWCD presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the SWCD 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. Invoices shall be presented by SWCD on a quarterly basis.

3. **TERM OF AGREEMENT:** The effective date of the agreement is January 1, 2023 and will continue until December 31, 2024.

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

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

Name: Chase Burnham, County Administrator
Mailing: 313 North Main Street, Rm. 400, Center City, MN 55012
Telephone: 651-213-8877
E-Mail: chase.burnham@chisagocounty.us

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell, District Administrator
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. **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 SWCD. In the event of such a cancellation, the SWCD shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the SWCD 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 SWCD 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.

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

7. **LIABILITY & INSURANCE:**

A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the

County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.

- B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
- ✓ General Liability; ☐ Professional Liability; ✓ Automobile Liability
-At coverages of: \$500,000/claim; \$1,500,000/occurrence
✓ Workers' Compensation, as required by Minnesota law; ☐ Other _____

8. **WORKER'S COMPENSATION.** The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD'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.

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

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials conceived or created by the SWCD, 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 SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD 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 SWCD, 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

SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SWCD's obligations under this contract without the prior written consent of County's authorized representative.

- B. The SWCD 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 SWCD shall indemnify and defend, to the extent permitted by the Attorney General, County at the SWCD'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 SWCD 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 SWCD'S or County's opinion is likely to arise, the SWCD 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.

11. 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD 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, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Amendment on the Date(s) indicated below and shall take effect upon January 1, 2023, irrespective of the dates of signatures below.

CHISAGO COUNTY

By: _____
Chair of the Board
Chisago County Board of Commissioners

Date: _____

Witnessed: _____
Clerk to the Board

Date: _____

CHISAGO SWCD

By: _____
Chair of the Board
Chisago Soil and Water Conservation District

Date: _____

Witnessed: _____
District Administrator

Date: _____

Reviewed/Approved by County Attorney:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Date: December 15, 2022

Chisago County Request for Board Action

Meeting Date: December 21, 2022

Item Number:

26

Title of Item for Consideration: Lakes Center for Youth and Families Professional Service Agreement

Action Requested by: Janet Reiter, County Attorney

Department: County Attorney's Office

Previous Action on this Matter: Yearly contract with Lakes Center for Youth and Families (formerly Lakes Area Youth Service Bureau)

Background: County Attorney's Office is statutorily obligated pursuant to Minn. Stat. §388.24 to coordinate a juvenile pre-trial diversion program. Chisago County has had a long-standing relationship with Lakes Area Youth Service Bureau, now known as the Lakes Center for Youth and Families (LC4YF). LC4YF is a community-based non-profit organization, implementing evidenced-based interventions by providing youth with effective educational programs, offering group counseling, one-on-one therapy, and/or referrals for other services.

In addition to the Pre-trial Diversion Program, LC4YF provides post-plea programming and interventions to youth and their families using an educational and restorative justice approach. Chisago County Probation works with LC4YF to identify programming that matches the needs of the individual juvenile offenders.

This contract anticipates 25% funding from the Courts – controlled substance fine revenue, per Minn. Stat. §609.101 - earmarked for community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders. This identified use for those funds match the mission of LC4YF and is a non-levy source of funding. The remaining 75% of the funding is budgeted for in the County Attorney's 2022 budget.

Attachments:

- Lakes Center for Youth and Families Professional Service Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review and approve the professional services contract with Lakes Center for Youth and Families. The following motion is suggested:

"Move to approve the Contract with Lakes Center for Youth and Families to provide Pre-trial Diversion and Restorative Justice Programming for youth."

Implications of Action: Board approval of the propose policy is respectfully requested.

Budget/Financial Implications: County Attorney 2023 budget (091-6817) reflects funding for restorative justice programming and additional funding is anticipated in a fund transfer from the County Attorney forfeiture account and the Court's controlled substance fine revenue. The County Attorney's Office does not have resources to provide these services with current staff and funding. This Contract is necessary to fulfill the statutory mandate.

Legal/Policy Implications: The County Attorney's Office has approved the proposed contract. Board approval is in compliance with applicable state and federal regulations and local county policies and procedures.

Administrator's Recommendation

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

**PROFESSIONAL SERVICES CONTRACT BY and BETWEEN
CHISAGO COUNTY AND LAKES CENTER FOR YOUTH AND FAMILIES**

THIS CONTRACT, and amendments and supplements hereto, is by and between the County of Chisago, a body corporate and politic, located at 313 North Main Street, Center City, Minnesota for and on behalf of Chisago County Sheriff's Office, Chisago County Attorney's Office and Chisago County Court Services Department (together hereinafter, the County), and Lakes Center for Youth and Families, Inc., f/k/a Lakes Area Youth Service Bureau, a non-profit organization, and located at 20 Lake Street No., Suite 103, Forest Lake, Minnesota 55025, (hereinafter, "the Contractor") and together, collectively referred to as "the Parties," do hereby enter into this Contract.

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional services to fulfill obligations of the County, as required by law, and provide services related thereto, which may be inferred therefrom; and

WHEREAS, the County Attorney's Office is authorized to provide Pretrial Diversion Programming, pursuant to Minn. Stat. 388.24 and the Court Services Department is responsible for providing juvenile probation services at the direction of the courts, pursuant to Minn. Stat. 244.19, each tailored to address the individual needs of the juveniles; and

WHEREAS, the Contractor, a community-based non-profit organization, has employed qualified and experienced staff, developed evidenced-based interventions and, for decades has served youth by engaging them in healthy relationships, providing effective educational programs, offering group counseling and/or one-on-one therapy, and referrals for other need-based services; and

WHEREAS, the County desires to engage the Contractor and utilize the services and expertise of the professionals for pretrial diversion programming and juvenile probation services; and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2023, irrespective of the dates of the signatures set forth below, and shall remain in effect December 31, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:
 - A. Receive and process intake and referrals consistent with Juvenile Pre-Trial Diversion Program Policy and Procedures which are incorporated herein and provide updates to the County Attorney's Office on individual referrals regarding completion of the Diversion Program;
 - B. Provide tailored interventions and programming to juveniles aged 10 – 18 years when those juveniles have committed specific, qualified juvenile petty offenses in lieu of traditional court intervention; such interventions will be geared toward restorative justice and rehabilitation of the juvenile in the form of changed thinking, responsible behavior, and education regarding the dangers of risk-taking behavior.

- C. Provide referrals for counseling or treatment (including chemical health) when appropriate or necessary;
- D. Provide community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders and promotes local drug abuse prevention efforts within the community through one-on-one, group sessions and educational outreach.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration. The CONTRACTOR is entitled to and shall receive from the County all funds budgeted for the services provided to youth referred to the CONTRACTOR. Payment to the CONTRACTOR pursuant to this contract shall be paid by the County as follows:

- 1. Compensation of FIFTEEN THOUSAND DOLLARS AND NO CENTS [\$15,000.00] for services rendered for services under the Duties II.A through II.C., above, during the term of this contract.
- 2. Compensation of FIVE THOUSAND DOLLARS AND NO CENTS [\$5,000.00] for services rendered for services under the Duties II.D, above, during the term of this contract.

- B. Terms of Payment.

Payment shall be made by County in two (2) installments, 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. Payment for the first installment shall be made upon execution of this agreement; payment for the second installment shall be made upon invoice presented to the County.

- 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: Janet Reiter, Chisago County Attorney
Address: 313 North Main Street, Rm 373, Center City, MN 55012
Telephone: (651)213-8400
E-Mail: janet.reiter@chisagocountymn.gov
Fax: (651)213-8401

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

Name: Linda Madsen, Executive Director
Address: 20 North Lake Street, Suite 103 Forest Lake, MN 55025
Telephone: 651-464-3685
E-Mail: Linda.Madsen@lc4yf.org
Fax: 651-464-3687

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. If the CONTRACTOR enlists a subcontractor to provide any services under this contract, the CONTRACTOR shall be responsible for prompt payment to the subcontractor pursuant to Minn. Stat. 471.425, Subd. 4a.

VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless against any liability, loss, damages, claims or causes of action, including all attorneys' fees incurred by County, arising from any action or inaction by the CONTRACTOR, its employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claim or cause of action against the County:

- A. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from said premises in any vehicle owned, operated leased chartered for by the CONTRACTOR or any officer, agent or employee thereof, or,
- B. By reason of any applicant or eligible recipient causing injury to or damage to, the property of another person during any time when the provider or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this CONTRACT;
- C. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury death, personal injury, property loss, or damage to another during the performance of the services under this CONTRACT.

The County will indemnify, save, and hold the CONTRACTOR, its representative and employees harmless against any liability, loss, damages, claims or causes of action, including attorney's fees incurred by the CONTRACTOR, arising from any action or inaction by the County, its employees,

agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claims or cause of action 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.

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 individual claim for death, injury or damage from a single incident
\$1,000,000 per occurrence encompassing any number of claims for death, injury or damage
\$3,000,000 annual aggregate

Should the CONTRACTOR maintain coverages in amounts in excess of the limits set forth in the Minnesota Tort Claims Act does not constitute a waiver of the liability limits afforded the County pursuant to Minn. Stat. §466.04, Subd. .1

C. **Professional liability insurance.** Professional staff employed by the CONTRACTOR rendering services under this contract are required to maintain professional liability insurance, naming Chisago County as an additional insured in the following amounts: \$500,000 per claimant for bodily harm, injuries, or death, and \$1,500,000 for total losses or damage arising out of an occurrence.

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.

XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to

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

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

The County and the CONTRACTOR agree and acknowledge that some information necessary to serve the juveniles and their families, and thus maintained by the Parties, includes protected health information. The Health Information Portability and Accountability Act (HIPAA) may apply to said data and the Parties agree to protect that data as required by law. The Parties agree that the Business Associate/Confidentiality Agreement entered into by the Parties is incorporated herein by reference and shall be binding upon the Parties.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. 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.
- B. If 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. 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.

XIV. 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.

XV. 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.

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

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

APPROVED:

1. CONTRACTOR: Lakes Center for Youth and Families, 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: Executive Director, Lakes Center for Youth and Families
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

3. AS TO FORM:

By: 
Title: Chisago County Attorney's Office
Date: 12/13/2022

CORR.



2023 MESB MEETING SCHEDULE

Full Board

January 11

March 8

May 10

July 12

September 13

November 8

Executive Committee

February 8

April 12

June 14

August 9

October 11

December 13

All meetings are held 10:00 a.m. – 11:30 a.m.

Full Board meets the second Wednesday of odd-numbered months.

Executive Committee meets the second Wednesday of even-numbered months.

Chisago County Government Center

Front Door Court Security

Prohibited Items	2022												Total Prohibited Items
Confiscations	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Confiscated
Sharp objects	33	32	53	41	66	47	37	49	50	98	90	0	596
Guns, Firearms, Magazines	0	0	0	0	0	1	0	3	1	1	2	0	8
Martial arts and self-defense items	0	0	0	0	0	0	0	0	0	0	1	0	1
Tools & Sporting goods	5	4	9	7	7	5	5	7	6	10	12	0	77
Chemicals and other Dangerous Items	2	0	3	5	4	6	0	4	3	4	6	0	37
Total Prohibited Items Confiscated	40	36	65	53	77	59	42	63	60	113	111	0	719
Bag count	317,678	1,337	1,122	1600	1930	2466	1806	1636	1992	1709	3234	2394	21,226

Services Rendered	2022												Total Services Rendered
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Rendered
Disturptive/Suspicious Persons Calls	0	0	1	2	1	1	0	0	1	1	2	0	9
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	7	0	47
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	11	0	103
Door and Fire Alarms	4	0	0	0	0	0	1	0	2	0	2	0	9
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	22	0	177