COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

REGULAR MEETING – Wednesday, April 19, 2023
County Board Room, Room 172
******* AMENDED *******

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

Road & Bridge Committee of the Whole:
Discussion

1.) County Engineer's Report TAB 1

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

2.) Harris Shop Improvements Project TAB 2
3.) CSAH 17 Extension EAW Findings of Fact TAB 3

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 – Harris Shop Improvements Project TAB 2
3.) R&B Committee Recommendation – CSAH 17 Extension EAW Findings of Fact TAB 3
4.) Minutes from the April 5, 2023 County Board Meeting TAB 4
5.) Payment of County's Warrants and Miscellaneous Bills TAB 5
6.) 2023 Tobacco License Renewals and Issuance TAB 6

7.) **Presentation** – Older Americans Act – Central MN Council on Aging TAB 7
- Lori Vrolson, Director

Environmental Services/Zoning Report – Kurt Schneider, Director

8.) Director's Report TAB 8
9.) *****Johnson CSG 2 IUP Amendment***** TAB 9
10.) Zackary Meadows Preliminary Plat TAB 10
11.) Klevin IUP Accessory Building TAB 11
12.) Goodpaster CUP Rural Retail Tourism – Court of Appeal Decision TAB 12
13.) Recycle Yard LePage and Sons Service Contract TAB 13
14.) Ki Chi Saga Park Pathfinder Trail Building Mountain Bike Trail TAB 14
15.) Ki Chi Saga Park Structural Building Municipal Building TAB 15

16.) **Presentation** – 2022 Water Resources Programs and Annual Reports Presentation TAB 16
- Susanna Wilson Witkowski, Chisago County Water Resources Manager

17.) **Presentation** – Chisago County Senior Center TAB 17
- Marge Scheele, Director

Other Business of the County Board

18.)	Budget and Finance Report from April 12th, 2023	TAB 18
19.)	CDC Federal Infrastructure Grant – Health and Human Services	TAB 19
20.)	Proclamation for Child Care Provider Appreciation Day	TAB 20
21.)	Out of State Travel Request – Monthly Client Visit to Connecticut	TAB 21
22.)	SHIP Grant Agmts – RC Community Gardens, RC Park Board, TF Elem., Lakeside Elem	TAB 22
23.)	METS Statement of Work	TAB 23
24.)	*****Classification and Appraisal of Tax Forfeited Land*****	TAB 24

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

TAB #1

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **April 11, 2023**

RE: Public Works Director's Report

Project Updates:

CR 76/CSAH 21: Mndot State Aid variance was granted. We are opening Bids on April 18th.

CSAH 10 Reconstruction: We are continuing to work on preliminary design and are starting the right of way acquisition process. We had the second open house on April 11th at Fish Lake Town Hall.

Harris Shop Improvements
We bid out the Harris Shop Improvements. Our bids came in under the estimated cost. We have the contract award letter for consideration at tonight's meeting.

CSAH 17 Extension Project
The EAW (Environmental Assessment Worksheet) was completed. In accordance with Minnesota Rules, we prepared this document as the project proposer and RGU to assess impacts and to determine if an EIS (Environmental Impact Statement) was needed. An EIS is a massive undertaking for projects like the interstate system. As it sits, the EA we are working on for the TH 8 project is not going to rise to an EIS level. I am not aware of a County having to do an EIS for one of their projects.

There is a resolution outlining the findings of fact a from the EAW. Once that is passed, I will be able to sign the EAW. I recommend passage of the resolution.

This is not approving the project, just completes the environmental documentation. Whether or not the project moves forward will be a matter to consider with the T.I.P.

2024- 2028 Transportation Improvement Plan (T.I.P.)
I distributed 2 draft options of the TIP for your review. I would like any comments or questions in the next couple of weeks so that I can bring it back at the May Road & Bridge meeting for consideration. One option includes the CSAH 17 project and one does not.

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***2***
Title of Item for Consideration: Harris Shop Improvements Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter:	

Background: The County has bid out the Public Works Harris Shop Improvement Project. Bids came in under the estimated engineer's cost.

If approved the County is looking to begin construction in August.

***Attachment(s)*:**

- Contract Award Letter

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

"Move to award and approve the project at tonight's meeting."

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

Budget/Financial Implications: Funding for project will come from excess general fund balance.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

April 5, 2023

Mr. Joe Triplett
Chisago County
313 Main Straight
Center City, MN 55012

RE: **Chisago County Harris Public Works – Contract Award**

Dear Mr. Joe Triplett:

This letter is concerning the contract awards for the above referenced project that was bid on March 23, 2023.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their total bid amount:

Work Scope		***Contractor, City, State***		***Bid Amount***
WS 03-A	Concrete	Ebert, Inc. dba Ebert Construction Corcoran, MN	Total Contract Amount:	$157,200.00
WS 03-B	Structural Pre-Cast	Wells Concrete Products Co. dba Wells Concrete Maple Grove, MN	Total Contract Amount:	$163,750.00
WS 06-A	Carpentry	Tekton Construction Company Minneapolis, MN	Total Contract Amount:	$19,500.00
WS 08-A	Doors, Frames, & Hardware – Material Only	Twin City Hardware Company St. Paul, MN	Total Contract Amount:	$16,000.00
WS 08-E	Sectional Overhead Doors	St. Cloud Overhead Door Company dba American Door Works Waite Park, MN	Total Contract Amount:	$78,948.00
WS 09-A	Drywall	RTL Construction, Inc. Shakopee, MN	Total Contract Amount:	$124,345.00
WS 09-K	Painting	Wasche Commercial Finishes, Inc. East Bethel, MN	Total Contract Amount:	$10,870.00

WS 13-G	Pre-Engineered Metal Building	Jack Walters & Sons Corp. Allenton, WI	Total Contract Amount:	$353,000.00
WS 23-B	Combined Mechanical	Peterson Sheet Metal, Inc. Bemidji, MN	Total Contract Amount:	$292,000.00
WS 26-A	Electrical	NEO Electrical Solutions, LLC. Hudson, WI	Total Contract Amount:	$131,500.00
WS 31-A	Site Clearing & Earthwork	Arnt Construction Company, Inc. Hugo, MN	Total Contract Amount:	$155,420.00
WS 32-A	Asphalt Paving	Knife River Corporation – North Central Sauk Rapids, MN	Total Contract Amount:	$197,600.00
			Total Contract Amount:	**$1,700,133.00**
			Added Construction Contingency:	**$69,805.00**
			Overall Construction Costs:	**$1,769,938.00**

We have enclosed the Bid Tabulation sheets that reflect the bids received.

We recommend rejecting WS 05-B1 Combined Structural Steel to be re-bid at a later date with the budget of $69,805.00 being added to the Construction Contingency to cover possible future costs.

If you have any questions regarding this information, please do not hesitate to contact me at 763-453-5972

Very truly yours,
KRAUS-ANDERSON® CONSTRUCTION COMPANY

Dan Kjellberg,
Project Manager

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***3***
Title of Item for Consideration: CSAH 17 Extension EAW Findings of Fact	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The County has completed the Environmental Assessment Worksheet (EAW) for the CSAH 17 Extension Project. In accordance with Minnesota Rules, the County has prepared the document as the project proposer and RGU to assess impacts and to determine if an EIS (Environmental Impact Statement) was needed. The EAW is complete and the County Engineer is required to sign it.

In addition to signing the document, the Board needs to pass a resolution declaring the project does not need to prepare an EIS. This action does not approve the project, just the findings of fact and negative EIS declaration.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners pass the resolution via approval resolution declaring the project does not need to prepare an EIS. The following motion is suggested:

"Move to pass the resolution via approval resolution declaring the project does not need to prepare an EIS."

Implications of Action: Approval will allow the County to complete the environmental review process.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

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Commissioners:
District 1
Jim Swenson
District 2
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District 3
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District 5
Dan Dahlberg

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION 23/0419-
CSAH 17 ENVIRONMENTAL ASSESSMENT WORKSHEET

WHEREAS, the County of Chisago is the Responsible Governmental Unit for environmental review of the County State Aid Highway (CSAH) 17 (Athens Trail) Easterly Extension Project; and

WHEREAS, preparation of an Environmental Assessment Worksheet (EAW) is mandatory pursuant to Minnesota Rules 4410.4300, subpart 22, item A, for projects that will construct a road on a new location over one mile in length that will function as a collector roadway, and Minnesota Rules 4410.4300, subpart 27, item B, for projects that will cause an impact to a total of one acre or more of wetlands; and

WHEREAS, the County undertook an environmental review process to determine if the CSAH 17 (Athens Trail) Easterly Extension Project has the potential for significant environmental effects and prepared an Environmental Assessment Worksheet (EAW) pursuant to state requirements; and

WHEREAS, the availability of the Environmental Assessment Worksheet (EAW) was officially noticed on December 27, 2022, in the EQB Monitor; and

WHEREAS, comments on the Environmental Assessment Worksheet (EAW) were received through January 26, 2023; and

WHEREAS, staff has reviewed all of the comments received during the comment period; and

WHEREAS, no federal or state or local agencies that submitted comments requested that an Environmental Impact Statement (EIS) be prepared for the CSAH 17 (Athens Trail) Easterly Extension Project.

NOW, THEREFORE, BE IT RESOLVED, That the Chisago County Board of Commissioners hereby makes the following specific findings of fact based upon the Environmental Assessment Worksheet (EAW):

1. Chisago County is proposing to extend CSAH 17 (Athens Trail) as a two-lane rural roadway from CSAH 30 (Forest Boulevard) on the west to CSAH 14 (Lincoln Road) on the east and construct single-lane roundabouts at the CSAH 17 (Athens Trail) intersections with CSAH 30 (Forest Boulevard) and CSAH 14 (Lincoln Road) in Lent Township.

2. The project falls within the mandatory Environmental Assessment Worksheet (EAW) category of Minnesota Rules 4410.4300, subpart 22, item A, for projects that will construct a road on a new location over one mile in length that will function as a collector roadway, and Minnesota Rules 4410.4300, subpart 27, item B, for projects that will cause an impact to a total of one acre or more of wetlands.

3. The County of Chisago is the Responsible Governmental Unit (RGU) and the project proposer.

4. The Environmental Assessment Worksheet (EAW) was prepared using the form approved by the Minnesota Environmental Quality Board in accordance with Minnesota Rules Part 4410.1300.

5. The Environmental Assessment Worksheet (EAW) is incorporated by reference in the Findings of Fact and Conclusions.

6. The Environmental Assessment Worksheet (EAW) was published in the Environmental Quality Board (EQB) Monitor on December 27, 2022. A copy of the Environmental Assessment Worksheet (EAW) was sent to all persons on the EQB Distribution List. An electronic copy of the Environmental Assessment Worksheet (EAW) was also available for public viewing on the official website of Chisago County.

7. The 30-day public review and comment period opened on December 27, 2022 and ended on January 26, 2023. Two written comments were received from the following agencies: Minnesota Department of Natural Resources and Chisago County Department of Environmental Services. Eleven written comments were received from the public. Responses to comments are attached. No significant impacts have been identified; and

BE IT FURTHER RESOLVED, That the Chisago County Board of Commissioners hereby concludes that, based upon the information gathered during the environmental review process and all comments received, the project does not have the potential for significant environmental effects and an Environmental Impact Statement (EIS) is not needed for CSAH 17 (Athens Trail) Easterly Extension Project, as currently proposed; and

BE IT FURTHER RESOLVED, That the Chisago County Board of Commissioners hereby authorizes the distribution of a negative declaration on the need for an Environmental Impact Statement (EIS) to all parties included in the Environmental Assessment Worksheet (EAW) distribution list and to all persons that commented in writing during the 30-day review period.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: April 19, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

TAB #4

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, April 05, 2023

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, April 05, 2023 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

On motion by Dunne, seconded by Dahlberg, the board moved to open the Health and Human Services Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Montzka gave the gavel to Vice-Chair Dunne.

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

On motion by Greene, seconded by Montzka, the Board moved to add items 1-6 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the board moved to close the HHS Committee Board of the Whole at 6:42 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, 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 – SHIP 176/177/178 Grant Agreements
4.) HHS Committee Recommendation – Out of State Travel – Monthly Client Visit to CT

5.) HHS Committee Recommendation – State of MN JPA for Farmer's Market Nutrition Prog.

6.) HHS Committee Recommendation – Personnel Req. – Child Welfare Target Case Manager

7.) 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.

8.) Minutes from the March 15, 2023 Regular Meeting

9.) New Tobacco Licenses – Athens Trail Market and Emily Jo's

10.) Temporary Liquor License Request – Chisago County Sheriff's Foundation

11.) Acceptance of Donation – Planning Commission from HRA-EDA

RESOLUTION NO: 23/0405-1
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2023:

- $1,000 for Planning Commission

12.) Classification and Appraisal of Tax Forfeited Land pursuant to MN Statute 282.01

RESOLUTION NO: 23/0405-2
CLASSIFICATION AND APPRAISAL OF TAX FORFEITED PROPERTY READY FOR SALE COUNTY BOARD

WHEREAS, the tax parcels on the attached list have forfeited, to the State of Minnesota in trust for the respective taxing districts for nonpayment of real estate taxes;

WHEREAS, in order to be able to sell these parcels at tax sale the County Board of Commissioners need to classify and appraise the tax forfeited parcels pursuant to M.S. 282.01 Subdivision 1.

NOW, THEREFORE, BE IT RESOLVED

1. That the Chisago County Board of Commissioners approve the attached list of classification and appraisal of tax forfeited ready for sale and authorize the Chisago County Auditor-Treasurer to take the necessary steps to offer the parcels for sale pursuant to M.S. 282.01.

2. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the Minnesota DNR pursuant to M.S. 282.01, subd. 3.

3. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the appropriate city and township officials for approval pursuant to M.S. 282.01, subd. 1(h).

13.) Application for Exempt Permit – Almelund Threshing Show

RESOLUTION NO: 23/0405-3
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE ALMELUND THRESHING SHOW

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Almelund Threshing Show, located at 17760 St. Croix Trail, Taylors Falls, MN 55084.

14.) Authorization for County Auditor-Treasurer to Proceed with Budget Adjustment Requests

15.) Revenue Recapture Service Level Agreement

2022 Medical Examiner Report – Dr. A. Quinn Strobl, County Medical Examiner

On motion by Greene, seconded by Dunne, the Board moved to accept the 2022 Medical Examiner Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the 2023 State of Minnesota Annual County Boat and Water Safety Grant as provided. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the Larkin and Associates Master Client Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Swenson, the Board moved to accept the 2022 Annual Report of Chisago County Parks and Trails Division of the Environmental Services Department. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM
TIME – 6:58 p.m. **END TIME –** 7:06 p.m.
0 letters, 0 emails, **# of SPEAKERS** - 4
Public Hearing – Liquor Ordinance and Fees – Bridgitte Konrad 7:07 p.m.
Open Public Hearing – 7:25 p.m.
# of speakers: 0
Close Public Hearing – 7:25 p.m.

On motion by Dunne, seconded by Swenson, the Board moved to the adoption of fees for liquor related licenses. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Greene moved to adopt the ordinance regulating possession, sale and consumption of intoxicating and 3.2 percent malt liquor within Chisago County, Minnesota and adopting the summary ordinance for publication. The motion failed due to lack of second.

On motion by Dunne, seconded by Dahlberg, the Board moved to adopt the ordinance regulating the possession, sale and consumption of intoxicating and 3.2 percent malt liquor within Chisago County, Minnesota with the consumption and display, and adopting the summary ordinance for publication, but to remove Section 13 A (2:00 a.m.). The motion **failed** as follows: **IN FAVOR THEREOF:** Dunne, Dahlberg **OPPOSED:** Swenson, Greene, Montzka.

On motion by Greene, seconded by Dunne, the Board moved to add supplemental correspondence to the record: Supplemental Correspondence – Carlson Lake Overlook Preliminary Plat dated April 4, 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Recess from 8:07 p.m. to 8:18 p.m. to review supplemental correspondence.

Greene moved to approve Resolution No. 23/0405-4 , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06. The motion **failed** due to lack of second.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve Resolution No. 23/0405-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06) with Planning Commission findings.

Conditions:

1. The Preliminary Plat of Carlson Lake Overlook is approved per plat drawing dated signed December 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. This approval specifically allows the previously platted Outlot A, Carlson's Lake Estates to be replatted as Lots 1 and 2, Carlson Lake Overlook, with the express intention of creating two buildable lots.
3. Lot 2, Carlson Lake Overlook shall not be improved until and unless the easement encumbrance (Chisago County Recorder Document # A-554113) is resolved by the easement grantors and grantee. At time of building permit application, the applicant shall provide sufficient evidence, as determined by the Department of Environmental Services, demonstrating that the encumbrance has been resolved.
4. Approval of the Carlson Lake Overlook subdivision shall not invalidate the 2006 approval of Carlson's Lake Estates as a cluster development. Further, Lots 1 – 5, Block 1, Carlson's Lake

Estates shall be considered legal conforming lots of record and shall be afforded all rights due to legal conforming lots of record, and approval of the Carlson Lake Overlook subdivision shall not otherwise adversely limit or prohibit development of Lots 1 – 5, Block 1, Carlson's Lake Estates.

5. Verification of the submitted soils report and wetland delineation shall be completed by the Department of Environmental Services when ground conditions allow and shall be required prior to submission of request for Final Plat.
6. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
7. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Dunne, Dahlberg **OPPOSED:** Greene, Montzka

On motion by Dahlberg, seconded by Greene, the Board moved to accept and approve the Fish Lake Park Master Plan as prepared and presented and approve Resolution No. 23/0405-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, supporting and approving the sponsorship of Fish Lake County Park as a Regional park in Greater Minnesota by the Greater Minnesota Parks and Trails Commission.

RESOLUTION NO. 23/0405-5: A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, SUPPORTING REGIONAL PARK DESIGNATION APPLICATION IN GREATER MINNESOTA:

WHEREAS, Fish Lake County Park located at 43308 Elmcrest Avenue, Harris, MN is a highly valued 130+ acre Chisago County Park; and

WHEREAS, Chisago County endeavors to be the Lead Applicant in submitting Fish Lake County Park to the Greater Minnesota Regional Parks and Trails Commission for Regional Designation; and

WHEREAS, Chisago County, as lead applicant, has the authority to act as legal public sponsor for the application described in the Request for Designation as a Regional Park or Trail in Greater Minnesota;

WHEREAS that as lead applicant we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted; and

WHEREAS, should *Fish Lake County Park* receive formal designation as a Regional park in Greater Minnesota by the GMRPT Commission, that as the lead applicant we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park.

NOW THEREFORE, BE IT RESOLVED that as the lead listed applicant that the Chisago County Board of Commissioners hereby certifies our commitment to comply with all applicable laws and regulations associated with regional designation and any future grant funding for our respective portions of any Fish Lake Park project.

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

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the 2023 – 2024 Aquatic Invasive Species Treatment and Education Grant Application and Program Criteria for Lake Associations as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the 2023 CLLID/Lake Association/DNR aquatic invasive weed control partnership program for a total program budget of $30,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Fleet Technician personnel request. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to award and approve the 2023 Annual Pavement Marking Project to Sir Lines-A-Lot. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to award and approve the 2023 Seal Coat Project to ASTECH of St. Cloud. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to award and approve the County Road 70 Reconditioning Project to Winberg Companies of Shafer Township, MN. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to award and approve the CSAH 40 Reconstruction Project to Knife River Corporation of Sauk Rapids, MN. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the 2023 Construction Testing Services Contract with Braun Intertec. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.
On motion by Dahlberg, seconded by Swenson, the Board moved to approve Chisago County Right-of-Way Plat No. 115.

RESOLUTION NO. 23/0405-6
A RESOLUTION FOR THE RIGHT OF WAY PLAY 115

BE IT RESOLVED, that the County Highway Engineer and County Surveyor are hereby authorized to prepare a plat for highway right of way acquisition for reconstruction and re-alignment of C.S.A.H. No 10, CP 13-610-12 located between the Isanti County line and C.S.A.H. No. 8 in Fish Lake Township, Minnesota.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Montzka gave the gavel to Vice-Chair Dunne.

On motion by Montzka, seconded by Dahlberg, the Board moved to appoint Brenda Green as the Lower St. Croix River Comprehensive Watershed Management Plan – Policy Committee (IWIP) as an alternate and moved to appoint Monica Wick as the District 4 Representative on the Parks Board. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents for the above listed Chisago County ARMER, NG-911 and ES Chat upgrade projects. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Off Sale 3.2 Liquor License Application for Athens Trail Market in Stacy, MN. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, 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.***

On motion by Dunne, seconded by Greene, the Board adjourned the meeting at 9:18 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

_____
Ben Montzka, Chair

Attest:_____
Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
April 19, 2023

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $665,125.20

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
4/21/2023	$ 67,467.11	4/19/2023	Commissioners Warrants
3/31/2023	$ 19,160.88		Auditors Warrants
4/7/2023	$ 95,512.29		Auditors Warrants
4/7/2023	$ 39.39		Auditors Warrants
	$182,179.67	Total	

Lake Area Bank; Matthew Beckman; Sheriff; training; $225.00
Lake Area Bank; Chase Burnham; Administration; supplies; $295.50
Lake Area Bank; Jon Eckel; Enterprise Services; membership; $1,854.30
Lake Area Bank; Karen Gates; Human Resources; registration; $223.25
Lake Area Bank; Mark Hendrickson; Probation; supplies; $126.40
Lake Area Bank; Ron Istvanovich; Sheriff; supplies; $32.48
Lake Area Bank; Bridgitte Konrad; Auditor; registration; $70.00
Lake Area Bank; Andrew Mahowald; Sheriff; registration; $277.02
Lake Area Bank; James Mott; Sheriff; supplies; $107.91
Lake Area Bank; Lori Olson; Sheriff; supplies; $120.00
Lake Area Bank; Kyle Puelston; Sheriff; registration; $1,590.00
Lake Area Bank; Janet Reiter; County Attorney; registration; $727.55
Lake Area Bank; Barbara Shimmon; Public Works; registration; $100.00
Lake Area Bank; Joe Tart; Parks; registration; $715.22
Lake Area Bank; Joe Triplett; Public Works; registration; $175.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $219.88
Lake Area Bank; Polly Zais; Sheriff; registration; $500.00
Lake Area Bank; Tracy Krona; HHS; supplies; $39.39

Print List in Order By:	1	1 - Fund (Page Break by Fund) 2 - Department (Totals by Dept) 3 - Vendor Number 4 - Vendor Name
Explode Dist. Formulas?:	Y	
Paid on Behalf Of Name on Audit List?:	N	
Type of Audit List:	D	D - Detailed Audit List S - Condensed Audit List
Save Report Options?:	N	

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates		Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10292	**AMAZON CAPITAL SERVICES**							
5		05-430-700-0000-6401		42.99	Supplies		197M-YDNP-HMK9	General Supplies	N
					04/09/2023	04/09/2023			
1		05-420-600-0000-6401		39.40	Supplies		1C67-YMKR-C6W1	General Supplies	N
					03/24/2023	03/24/2023			
4		05-430-700-0000-6401		379.98	Supplies		1L7X-6KVR-3KXL	General Supplies	N
					03/30/2023	03/30/2023			
3		05-430-741-3460-6051		329.05	Supplies		1LDT-VVLD-WM7P	Basic Life Skills	N
					03/27/2023	03/27/2023			
7		05-430-700-0000-6401		180.93	Supplies		1LVR-WPYP-9GHD	General Supplies	N
					04/08/2023	04/08/2023			
6		05-430-700-0000-6401		272.03	Supplies		1QDT-4XLW-LK9T	General Supplies	N
					04/10/2023	04/10/2023			
2		05-430-741-3460-6051		36.09	Supplies		1XTH-X39F-1Q3M	Basic Life Skills	N
					03/28/2023	03/28/2023			
	10292	**AMAZON CAPITAL SERVICES**		**1,280.47**		**7** Transactions			
	10113	**ANOKA COUNTY SHERIFF**							
8		05-420-640-0000-6267		80.00	[redacted]		23001251	Other Co Sheriff Sop	N
					03/22/2023	03/22/2023			
	10113	**ANOKA COUNTY SHERIFF**		**80.00**		**1** Transactions			
	1198	**BOOKER/KIMBERLY**							
9		05-430-700-0128-6335		139.53	Travel Expense-Mileage			Child Prot Staff Travel	N
					03/21/2023	03/30/2023			
	1198	**BOOKER/KIMBERLY**		**139.53**		**1** Transactions			
	112020	**CARROLL/CYNDI**							
10		05-430-700-0125-6335		5.25	Travel Expense-Mileage			Worker Travel	N
					02/16/2023	02/16/2023			
11		05-430-700-0127-6335		124.25	Travel Expense-Mileage			Mh Travel	N
					02/01/2023	02/27/2023			
12		05-430-700-0127-6335		130.90	Travel Expense-Mileage			Mh Travel	N
					03/01/2023	03/24/2023			
	112020	**CARROLL/CYNDI**		**260.40**		**3** Transactions			
	30071	**CHISAGO COUNTY RECORDER**							
13		05-420-600-0000-6242		26.00	[redacted]		2023-34	Birth Certificates	N
					03/02/2023	03/02/2023			
14		05-420-600-0000-6242		26.00	[redacted]		2023-34	Birth Certificates	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					03/03/2023 03/03/2023			
15		05-420-600-0000-6242		26.00	[redacted]	2023-34	Birth Certificates	N
					03/03/2023 03/03/2023			
16		05-420-600-0000-6242		26.00	[redacted]	2023-34	Birth Certificates	N
					03/08/2023 03/08/2023			
17		05-420-600-0000-6242		26.00	[redacted]	2023-34	Birth Certificates	N
					03/08/2023 03/08/2023			
18		05-420-600-0000-6242		26.00	[redacted]	2023-34	Birth Certificates	N
					03/08/2023 03/08/2023			
19		05-420-600-0000-6242		26.00	[redacted]	2023-34	Birth Certificates	N
					03/20/2023 03/20/2023			
21		05-420-600-0000-6242		26.00	[redacted]	2023-38	Birth Certificates	N
					03/29/2023 03/29/2023			
22		05-420-600-0000-6242		26.00	[redacted]	2023-38	Birth Certificates	N
					03/29/2023 03/29/2023			
20		05-420-600-0000-6243		9.00	[redacted]	2023-38	Recorder Fees	N
					03/29/2023 03/29/2023			
	30071	**CHISAGO COUNTY RECORDER**		**243.00**	**10** Transactions			
	1055	**CHISAGO COUNTY TREASURER**						
23		05-451-430-0000-6351		476.42	MNCare Tax Pyament	2023 1st Qtr	Mn Care Tax	N
					01/01/2023 03/31/2023			
24		05-420-600-0000-6381		3,100.00	2nd Qtr Space Rent	2023 2nd Qtr	Co Bldg Rent	N
					04/01/2023 06/30/2023			
25		05-430-700-0000-6381		4,999.99	2nd Qtr Space Rent	2023 2nd Qtr	Co Bldg Rent	N
					04/01/2023 06/30/2023			
26		05-451-430-0000-6381		1,900.00	2nd Qtr Space Rent	2023 2nd Qtr	Co BLDG Rent	N
					04/01/2023 06/30/2023			
	1055	**CHISAGO COUNTY TREASURER**		**10,476.41**	**4** Transactions			
	1263	**CHRISTENSON/BRANDIE**						
27		05-451-470-0000-6335		49.84	Travel Expense-Mileage		Worker Travel	N
					03/01/2023 03/30/2023			
28		05-451-470-0000-6844		86.30	Travel Expense-Mileage		MECSH Grant Exp	N
					03/01/2023 03/30/2023			
	1263	**CHRISTENSON/BRANDIE**		**136.14**	**2** Transactions			
	30177	**CINTAS CORPORATION**						
30		05-420-600-0000-6241		6.19	Weekly Rug Service	4150537113	General Administration	N
					03/27/2023 03/27/2023			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
30	05-430-700-0000-6241		12.38	Weekly Rug Service 03/27/2023 03/27/2023	4150537113	General Administration	N
30	05-451-430-0000-6800		14.01	Weekly Rug Service 03/27/2023 03/27/2023	4150537113	Other Expense	N
29	05-420-600-0000-6241		6.19	Weekly Rug Service 04/03/2023 04/03/2023	4151267559	General Administration	N
29	05-430-700-0000-6241		12.38	Weekly Rug Service 04/03/2023 04/03/2023	4151267559	General Administration	N
29	05-451-430-0000-6800		14.01	Weekly Rug Service 04/03/2023 04/03/2023	4151267559	Other Expense	N
31	05-420-600-0000-6241		6.19	Weekly Rug Service 04/10/2023 04/10/2023	4151987724	General Administration	N
31	05-430-700-0000-6241		12.38	Weekly Rug Service 04/10/2023 04/10/2023	4151987724	General Administration	N
31	05-451-430-0000-6800		14.01	Weekly Rug Service 04/10/2023 04/10/2023	4151987724	Other Expense	N
30177	**CINTAS CORPORATION**		**97.74**	**9** Transactions			
5160	**DHS MAPS**						
36	05-430-720-3140-6051		2,136.00	BSFE Co Match 02/01/2023 02/28/2023	A300MC13241I	Pos Other Child Care	N
33	05-420-650-0000-5368		15,933.69-	MA Recoveries & Non Fed Share 01/01/2023 01/31/2023	A300MM1J13I	Recovery Incentive	N
32	05-420-650-0000-5830		58,776.85	MA Recoveries & Non Fed Share 01/01/2023 01/31/2023	A300MM1J13I	Ma Recoveries	N
35	05-430-750-3660-6094		3,959.99	MA Recoveries & Non Fed Share 01/01/2023 01/31/2023	A300MM1J13I	Dd Waiver/ICF - DT&H	N
34	05-430-760-3930-6051		337.98	MA Recoveries & Non Fed Share 01/01/2023 01/31/2023	A300MM1J13I	General Case Mgmt	N
5160	**DHS MAPS**		**49,277.13**	**5** Transactions			
2201	**EISENSCHENK/JEANETTE**						
37	05-430-700-0127-6335		46.20	Travel Expense-Mileage 03/10/2023 03/10/2023		Mh Travel	N
2201	**EISENSCHENK/JEANETTE**		**46.20**	**1** Transactions			
8508	**ELLIOT/JENNIFER**						
38	05-430-700-0127-6335		78.76	Travel Expense-Mileage 03/08/2023 03/27/2023		Mh Travel	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	8508	**ELLIOT/JENNIFER**		**78.76**	**1** Transactions			
	7036	**FAIRVIEW PHARMACY SERVICES**						
39		05-451-440-0000-6435		1,241.51	Allergy Relief & Epinephrine 03/01/2023 03/01/2023	126109	Public Health Supplies	N
	7036	**FAIRVIEW PHARMACY SERVICES**		**1,241.51**	**1** Transactions			
	5124	**FLORIN/MARK**						
40		05-420-600-0132-6240		6.20	MCHHSA Meeting Registration 03/30/2023 03/30/2023		Accounting Training	N
40		05-430-700-0132-6240		10.00	MCHHSA Meeting Registration 03/30/2023 03/30/2023		Accounting Training	N
40		05-451-430-0000-6245		3.80	MCHHSA Meeting Registration 03/30/2023 03/30/2023		Conferences, Training And Dues	N
	5124	**FLORIN/MARK**		**20.00**	**3** Transactions			
	5149	**Han/Jocelyn**						
41		05-430-700-0127-6335		136.25	Travel Expense-Mileage 02/14/2023 03/28/2023		Mh Travel	N
	5149	**Han/Jocelyn**		**136.25**	**1** Transactions			
	9041	**Hannan/Joy**						
42		05-451-470-0000-6335		66.89	Travel Expense-Mileage 03/03/2023 03/30/2023		Worker Travel	N
43		05-451-470-0000-6844		85.35	Travel Expense-Mileage 03/03/2023 03/30/2023		MECSH Grant Exp	N
	9041	**Hannan/Joy**		**152.24**	**2** Transactions			
	3540	**IHRKE/KELLY**						
44		05-430-700-0127-6335		29.05	Travel Expense-Mileage 03/07/2023 03/28/2023		Mh Travel	N
	3540	**IHRKE/KELLY**		**29.05**	**1** Transactions			
	90012	**INDIANHEAD GLASS INC**						
45		05-121-000-0000-6562		563.73	Veteran Van Repairs 02/22/2023 02/22/2023	10022105	Repairs	N
	90012	**INDIANHEAD GLASS INC**		**563.73**	**1** Transactions			
	9028	**Johanson/Brittany**						
46		05-430-700-0134-6335		20.04	Travel Expense-Mileage		DD Worker Travel	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					03/08/2023 03/29/2023			
67		05-430-700-0137-6335		46.77	Travel Expense-Mileage		Adult Services Travel	N
					03/08/2023 03/29/2023			
	9028	**Johanson/Brittany**		**66.81**	**2** Transactions			
	9103	**Kearn/Brittany**						
47		05-430-700-0127-6335		219.10	Travel Expense-Mileage		Mh Travel	N
					03/08/2023 03/30/2023			
48		05-430-700-0127-6335		30.00	Travel Expense-Parking		Mh Travel	N
					03/15/2023 03/17/2023			
	9103	**Kearn/Brittany**		**249.10**	**2** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**						
49		05-420-600-0000-6241		60.00	Monthly Lexis/Nexis-Accurint		General Administration	N
					03/01/2023 03/31/2023			
49		05-430-700-0000-6241		90.00	Monthly Lexis/Nexis-Accurint		General Administration	N
					03/01/2023 03/31/2023			
	10007	**LEXISNEXIS RISK SOLUTIONS**		**150.00**	**2** Transactions			
	3843	**Martinka/Kari**						
50		05-430-700-0128-6335		177.38	Travel Expense-Mileage		Child Prot Staff Travel	N
					03/07/2023 03/30/2023			
	3843	**Martinka/Kari**		**177.38**	**1** Transactions			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**						
51		05-420-640-0000-6264		40.00	[redacted]	2725625	Paternity Costs	N
					03/21/2023 03/21/2023			
52		05-420-640-0000-6264		80.00	[redacted]	2730313	Paternity Costs	N
					03/28/2023 03/28/2023			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**		**120.00**	**2** Transactions			
	9127	**Orion Associates**						
53		05-430-700-0128-6240		60.00	Training Registration	39582-7230-1-9b7d	Child Prot Staff Trng	N
					03/29/2023 03/29/2023			
	9127	**Orion Associates**		**60.00**	**1** Transactions			
	9393	**PETERSON/AMY**						
54		05-430-700-0137-6335		20.00	Client Meal Reimbursement		Adult Services Travel	N
					03/22/2023 03/22/2023			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	9393	**PETERSON/AMY**		**20.00**	**1** Transactions			
	16120	**PITNEY BOWES GLOBAL FINANICIAL SERV**						
55		05-420-600-0000-6401		154.67	Postage Meter Lease 01/30/2023 04/29/2023	3106028329	General Supplies	N
55		05-430-700-0000-6401		318.42	Postage Meter Lease 01/30/2023 04/29/2023	3106028329	General Supplies	N
55		05-451-430-0000-6401		436.69	Postage Meter Lease 01/30/2023 04/29/2023	3106028329	General Supplies	N
	16120	**PITNEY BOWES GLOBAL FINANICIAL SERV**		**909.78**	**3** Transactions			
	7176	**RUSH PRINTING INC**						
56		05-430-700-0000-6401		585.16	Center City Supplies 04/10/2023 04/10/2023	21293	General Supplies	N
	7176	**RUSH PRINTING INC**		**585.16**	**1** Transactions			
	3350	**SCHNEIDER/RUSHESS**						
57		05-451-470-0000-6335		25.55	Travel Expense-Mileage 03/01/2023 03/21/2023		Worker Travel	N
58		05-451-470-0000-6844		25.90	Travel Expense-Mileage 03/01/2023 03/21/2023		MECSH Grant Exp	N
	3350	**SCHNEIDER/RUSHESS**		**51.45**	**2** Transactions			
	8703	**Stenson/Elizabeth**						
59		05-451-480-0000-6824		56.53	Travel Expense-Mileage 03/01/2023 03/28/2023		Ship Grant Expense	N
	8703	**Stenson/Elizabeth**		**56.53**	**1** Transactions			
	7930	**STRAND/TERESA**						
60		05-430-700-0127-6335		306.23	Travel Expense-Mileage 03/01/2023 03/27/2023		Mh Travel	N
	7930	**STRAND/TERESA**		**306.23**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
61		05-430-700-0134-6335		11.38	Travel Expense-Mileage 03/15/2023 03/24/2023		DD Worker Travel	N
62		05-430-700-0137-6335		26.56	Travel Expense-Mileage 03/15/2023 03/24/2023		Adult Services Travel	N
	7558	**SWENSON/MICHELLE**		**37.94**	**2** Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
8412	**THRON/KATE**						
63	05-430-700-0127-6335		104.48	Travel Expense-Mileage 03/02/2023 03/29/2023		Mh Travel	N
8412	**THRON/KATE**		**104.48**	**1** Transactions			
8820	**WEIDENDORF/PEGI**						
64	05-420-600-0132-6335		51.17	Travel Expense-Mileage 03/03/2023 03/31/2023		Accounting Travel	N
64	05-430-700-0132-6335		82.53	Travel Expense-Mileage 03/03/2023 03/31/2023		Accounting Travel	N
64	05-451-430-0000-6335		31.36	Travel Expense-Mileage 03/03/2023 03/31/2023		Worker Travel	N
8820	**WEIDENDORF/PEGI**		**165.06**	**3** Transactions			
8544	**WREN/HEATHER**						
65	05-430-700-0137-6335		39.96	Travel Expense-Mileage 04/03/2023 04/03/2023		Adult Services Travel	N
8544	**WREN/HEATHER**		**39.96**	**1** Transactions			
9885	**ZIEGLER/SAMANTHA**						
66	05-430-700-0127-6335		108.67	Travel Expense-Mileage 03/03/2023 03/30/2023		Mh Travel	N
9885	**ZIEGLER/SAMANTHA**		**108.67**	**1** Transactions			
5 Fund Total:			**67,467.11**	**Health And Human Services**	**34 Vendors**	**80 Transactions**	
Final Total:			**67,467.11**	**34 Vendors**	**80 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	67,467.11	Health And Human Services
	All Funds	67,467.11	Total

Approved by, ...

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
April 19, 2023

TAB #6

2023 Tobacco License Renewals
License Period – May 1, 2023 to April 30, 2024

- Stacy Wine and Spirits – City of Stacy
- Full Moon Bar and Restaurant – Harris, MN
- Stacy Tobacco LLC – Monther Al Sayouri
- Kwik Trip Inc/Store 213 – City of Stacy
- DG Retail LLC/Dollar General Store 15569 – City of Stacy
- Casey's Retail Company/Store 3594 – City of Stacy
- Rod's Country Corner – Amador Township
- Flickabirds Inc – Nessel Township
- Rush Point Store – Nessel Township

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

TAB #7

Intrastate Funding Formula: Why it's Important to Rural MN

February 2023

What is the Intrastate Funding Formula (IFF)?

The Intrastate Funding Formula (IFF), or allocation formula, is used to allocate federal Older American Action (OAA) funds to Minnesota's Area Agencies on Aging (AAA).

That funding is distributed to local communities to support older adults.

What does the IFF fund?

Nutrition: Home Delivered Meals (Meals on Wheels) and Congregate Dining, free or low-cost meals

Transportation: Senior Rides, free or low-cost rides to medical appointments

Chore Services: Snow Removal, Lawn Mowing

Homemaking Services, Grocery Delivery

Caregiver Services: Respite, Support Groups, Adult Day Services

Health Promotion Classes: Matter of Balance, Diabetes Self Management, Tai Chi Quan, SAIL and more!

Central MN Council on Aging

In 2022 CMCOA supported over 30,516 Older Adults and Caregivers in Stearns, Benton, Sherburne, Wright, Todd, Morrison, Wadena, Cass, Crow Wing, Mille Lacs, Kanabec, Pine, Isanti, and Chisago Counties

Central MN Council on Aging

19 Contracted Title III

Federal Older Americans Act Service Providers

$3.9 Million Awarded to Local Partners to Provide Services & Supports to Older Minnesotans in 14 County Region

32,699	87,548	430,495	11,660	2,793	7,925	257	1,695	3,066	296
Cases via the Senior LinkAge Line© with 18,528 Consumers served	Congregate Meals provided to 3,123 Older Adults	Home Delivered Meals provided to 5,449 Older adults	One-Way Trips provided to 632 Older adults	Hours of Chore provided to 290 Older Adults	Hours of Homemaker provided to 517 Older Adults	Older Adults Serviced with 64 Evidenced Based Series	Hours of Coaching/ Counseling provided to 232 Caregivers	Hours of Legal Counseling to 586 Older Adults	Hours of Telephone Reassurance to 42 Caregivers

61	1,685	14
Caregivers attended Support groups	Hours of Respite provided to 64 Caregivers	Information Sessions provided to 200 caregivers

Central MN Council on Aging
cmcoa

MINNESOTA
SENIOR LINKAGE LINE

Impact of $189,408 OAA Funding in Chisago County in 2022

- 1,303 individuals received options counseling through Senior LinkAge
- 48 older adults received 903 hours of homemaking
- 13 older adults participated in a multi week falls prevention training
- 146 older adults received 3,365 congregate meals
- 292 older adults received 22,611 home delivered meals
- 27 older adults received 89 hours of legal counsel
- 26 family caregivers received 245 hours of care coaching
- 8 family caregivers participated in education sessions
- 7 family caregiver received 110 hours of respite care
- 5 individuals received telephone reassurance calls

Who decides how the formula is weighted?

The Administration on Community Living ultimately decides but a formula must be presented to them by the Minnesota Board on Aging (MBA).

The MBA is a 25-person governor appointed board.

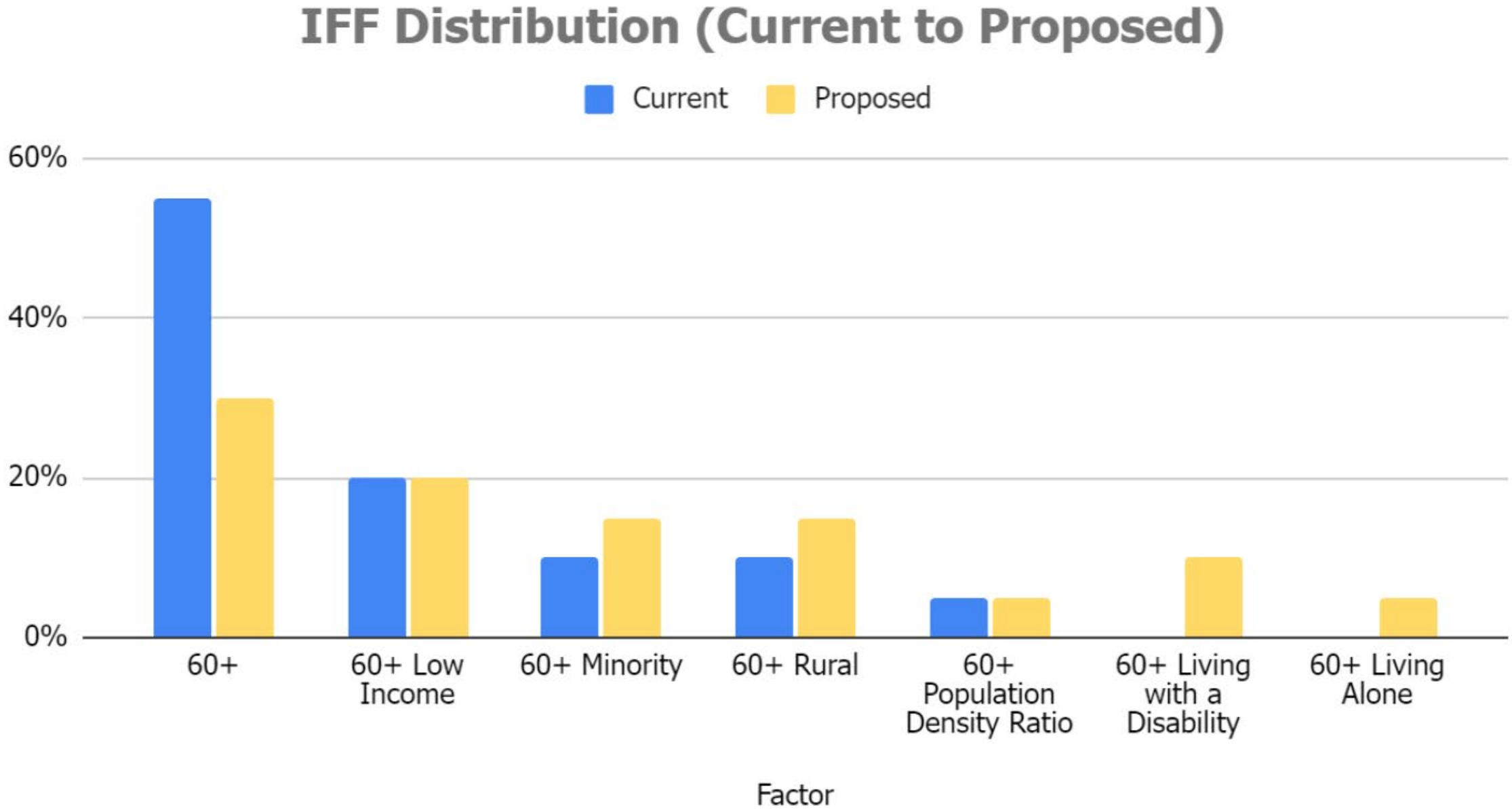
The MBA has been working through a strategic process and have presented 5 different iterations of the funding formula to Minnesota Area Agencies on Aging.

The MBA Proposed Draft is open for public comment for 30 days beginning April 3. **YOU** have an opportunity to weigh in.

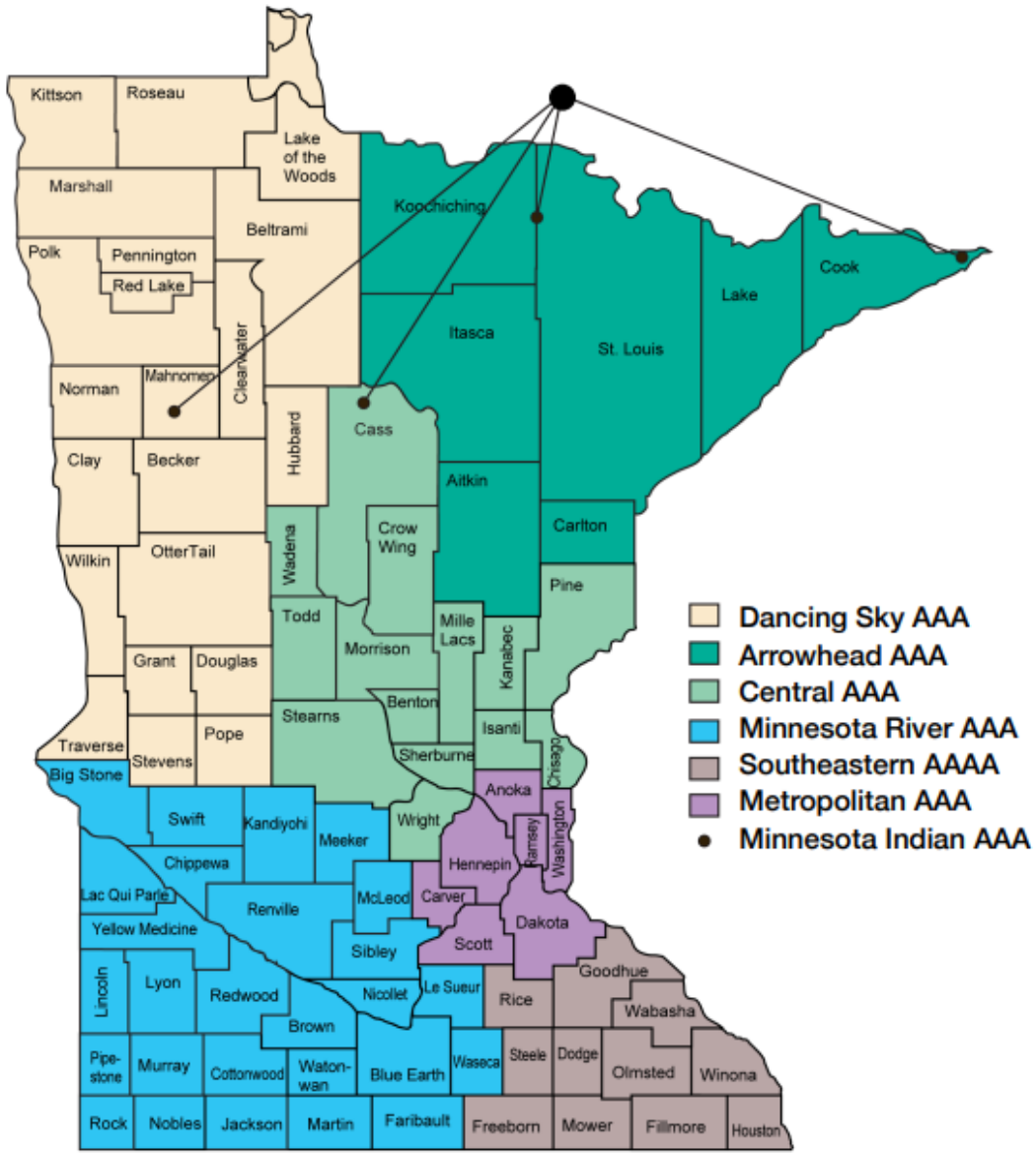
Proposed IFF for Consideration

Factor	Data Source	Weight (Current)	Weight (Proposed)
60+	ACS	55%	30%
60+ Low income*	ACS	20%	20%
60+ Minority	ACS	10%	15%
60+ Rural* (non-urban)	Census	10%	15%
60+ Population density ratio	ACS	5%	5%
60+ Living with a disability	ACS	N/A	10%
60+ Living alone	ACS	N/A	5%

*Factor uses 65+ instead of 60+


IFF Distribution (Current to Proposed)
Current
Proposed
60%
40%
20%
0%
60+
60+ Low Income
60+ Minority
60+ Rural
60+ Population Density Ratio
60+ Living with a Disability
60+ Living Alone
Factor

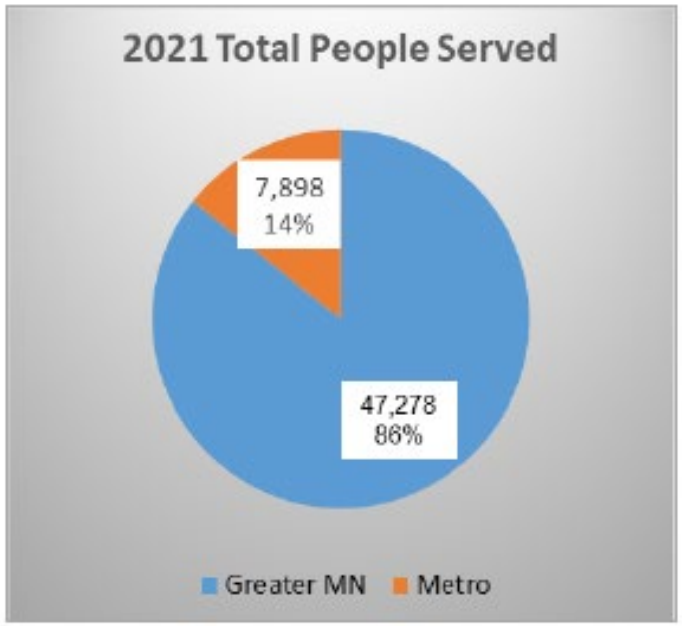
Minnesota Area Agencies on Aging

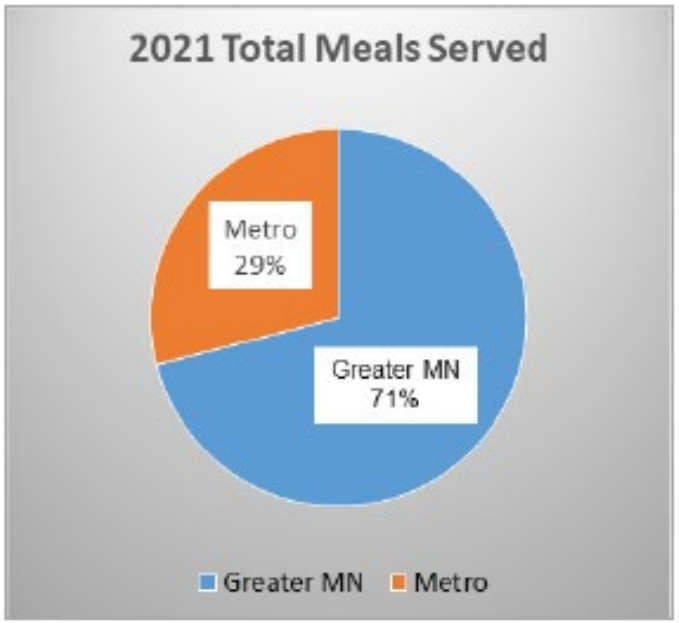


Public Comment on IFF

PSA	Current 2023 allocations		Proposed IFF by MBA			IFF Request to Support Rural Seniors		
	Total OAA Title III (all titles)	%	Total OAA Title III (all titles)	%	+/- to current	Total OAA Title III (all titles)	%	+/- to current
DSAAA	2,303,625	11.0840%	2,143,840	10.3152%	-159,785	2,349,471	11.3046%	45,846
AAAA	1,831,139	8.8106%	1,803,098	8.6757%	-28,041	1,922,685	9.2511%	91,546
CMCOA	2,845,058	13.6891%	2,956,572	14.2257%	111,514	3,178,060	15.2914%	333,002
MNRAAA	2,709,193	13.0354%	2,305,701	11.0940%	-403,492	2,488,241	11.9723%	-220,952
SEMAAA	2,137,342	10.2839%	1,852,500	8.9134%	-284,842	1,892,861	9.1076%	-244,481
MAAA	8,450,005	40.6576%	9,144,575	43.9996%	694,570	8,353,313	40.1924%	-96,692
MIAAA	506,952	2.4392%	576,986	2.7762%	70,034	598,684	2.8806%	91,732
TOTAL	20,783,314		20,783,272			20,783,315		

Because of disproportionate Title Ill funding, rural older adults do not receive equitable servings of meals. Other funding opportunities are limited in rural Minnesota.







The current formula weights heavily on population, which shifts dollars to the 7 county metro area.

Rural area's face challenges and barriers to service delivery because of sparse population and distance to services

Rural AAA's are calling for communities to ask that '60+Rural' and other factors that affect Rural Minnesotans be given a stronger value in the formula.

How you can help…

	60+ Population	60+ with Disability	60+ Low Income	60+ Minority	60+ Rural	60+ Population Density	60+ Living Alone
MBA Proposed	**30**	**10**	**20**	**15**	**15**	**5**	**5**
Support Rural Change Request	**20**	**5**	**20**	**15**	**25**	**5**	**10**

Provide input during the public comment period.

- It would support our aging community members throughout Rural MN if the MN Board on Aging would consider the following changes to the MBA Proposed IFF :

Decrease the 60+ population to 20%, Decrease 60+ with Disability to 5%, Increase 60+ Rural to 25%, Increase Living Alone to 10%, Keep 60+ Low Income at 20%, Keep 60+ Minority at 15%, and Keep 60+ Population Density at 5%. Re-evaluate the funding formula and weights at a minimum of every 10 years.

- Public comment April 3-May 3, 2023 on the MBA website MBA website

Public Comment will be received by the Minnesota Board on Aging for 30 days beginning April 3, 2023, on the State Register, on this website, or MN Board on Aging, PO Box 64976, St. Paul, MN 55165

Dear Kari Benson, Executive Director of the Minnesota Board on Aging and Minnesota Board on Aging Board,

As a [member/representative] of [Your Organization], I am writing to express our concern for the equitable distribution of funding for aging services in Minnesota. We urge you to use your public comment period beginning April 3, 2023, to support an Intrastate Funding Formula (IFF) that is fair to older adults living in rural areas.

According to the Minnesota State Demographic Center, rural areas in Minnesota have a higher concentration of older residents than urban areas. These older adults face unique challenges such as limited access to services and resources, including meal delivery programs, transportation, health care and technology. Inadequate services can have a negative impact on their health and quality of life and contribute to rising healthcare costs.

The current formula favors the 7-county metro region, leaving programs that provide rural services to older adults severely underfunded. The proposed changes to the Minnesota Intrastate Funding Formula do not meet the needs of older adults living in Greater Minnesota and could result in the loss of critical Older Americans Act-funded programs, greater population migration to the metro area due to lack of support services in rural communities, and increased admissions to long-term care settings.

At [Your Organization], we serve [description of the population you serve in rural areas] and have seen firsthand the need for equitable investment in aging services. We implore you to prevent cuts to vital services for seniors in Greater Minnesota by adjusting the IFF factors and weights. We recommend that the formula be weighted as follows: 20% for population 60+, 5% for 60+ with disability, 20% for 60+ low income, 15% for 60+ minority, 25% for 60+ rural, 5% for 60+ population density, and 10% for 60+ living alone. We also recommend that the IFF factors and weights be formally evaluated at least every 10 years.

Most rural older adults would like to age in place, but they face significant challenges in doing so. Equitable investment of the Older Americans Act funding is important as rural areas are aging faster than urban areas yet are underrepresented in the proposed Intrastate Funding Formula draft. We believe that it is crucial to ensure that older adults in rural areas have access to the services and supports they need to age with dignity and independence.

Thank you for your consideration of our comments. Please feel free to contact me at [Phone number, email] if you have any questions or if there is anything further we can do to support this important issue.

Sincerely,

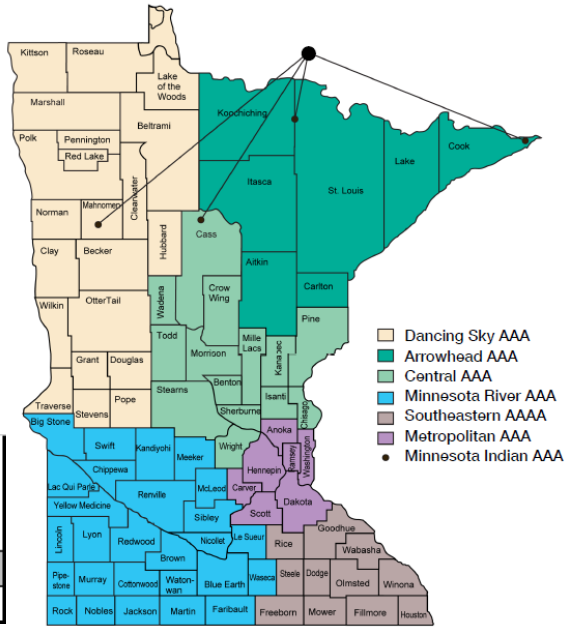
[Your Name] [Your job title and organization information if affiliated]



Support Aging in Rural Minnesota

Rural communities are facing closed hospitals or unreachable health care services, a deepened digital divide, lost jobs at industries economically anchoring rural communities, and greater food insecurity for older adults. The need for a conversation around rural service funding seems more important than ever.

Minnesota Area Agencies on Aging



	60+ Population	60+ with Disability	60+ Low Income	60+ Minority	60+ Rural	60+ Population Density	60+ Living Alone
MBA Proposed	30	10	20	15	15	5	5
Rural Ask	20	5	20	15	25	5	10

Public Comment on IFF

PSA	Current 2023 allocations		Proposed IFF by MBA			IFF Request to Support Rural Seniors		
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CMCOA	2,845,058	13.6891%	2,956,572	14.2257%	111,514	3,178,060	15.2914%	333,002
MNRAAA	2,709,193	13.0354%	2,305,701	11.0940%	-403,492	2,488,241	11.9723%	-220,952
SEMAAA	2,137,342	10.2839%	1,852,500	8.9134%	-284,842	1,892,861	9.1076%	-244,481
MAAA	8,450,005	40.6576%	9,144,575	43.9996%	694,570	8,353,313	40.1924%	-96,692
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TOTAL	20,783,314		20,783,272			20,783,315		

Please help educate your communities to provide input during the public comment period.

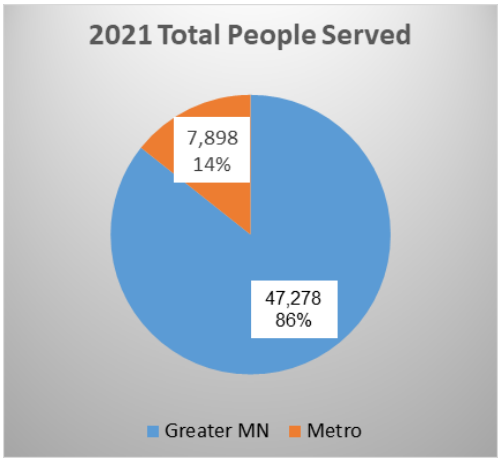
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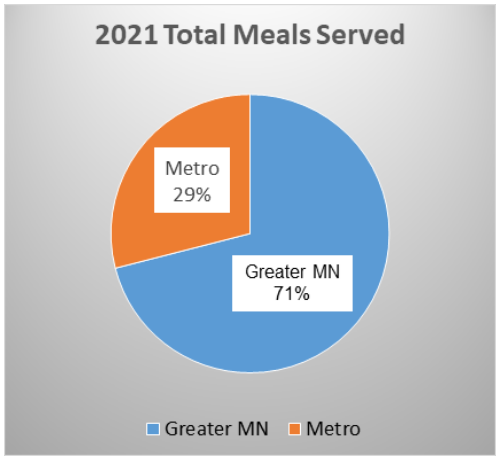
Decrease the 60+ population factor to a 20% weight, Decrease 60+ factor with Disability to 5% weight, Increase 60+ Rural factor to 25%, Increase Living Alone factor to 10%, Keep 60+ Low Income at 20%, Keep 60+ Minority at 15%, and Keep 60+ Population Density at 5%. The formula factors and weights are re-evaluated every 10 years and data updates are completed a minimum of every 5 years.

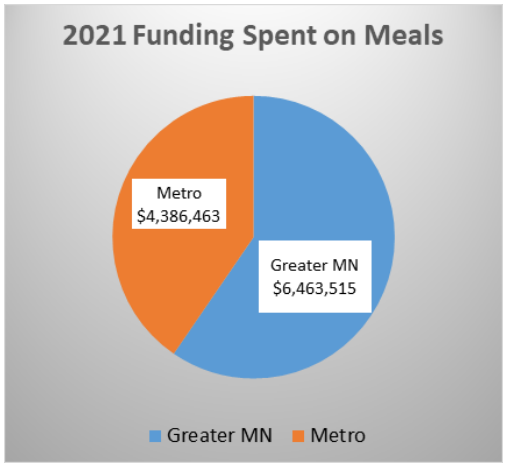
Public comment will be open April 3rd via the State Register and on the MBA website: https://mn.gov/board-on-aging/state-plan-on-aging/index.jsp or

Minnesota Board on Aging
P.O. Box 64976
St. Paul, MN 55164

Because of disproportionate Title III funding,
rural older adults do not receive equitable servings of meals.
Other funding opportunities are limited in rural Minnesota.







Statewide in 2021, there were 56,819 older adults served through Title III congregate dining and home delivered meals. While 20% of all meal participants served were from the CMCOA Planning and Service Area, we only received 14% of the statewide nutrition funding allocated through the IFF.

Challenges to Providing Services in Rural Environment

Limited Infrastructure

- Few transportation options and poorly maintained roads
- Older housing in need of repairs, limited affordable senior housing
- Limited technology in some areas, including broadband

Dispersed Population

- Distance between sparse populations and disincentives for providers to serve rural area
- Distance hampers older adults' access to services in the community.

Demographic and Economic Trends

- Working-age adults leaving rural areas
- Smaller workforce pool for providers.
- Fewer family members and volunteers to help older adults
- Growing aging population eligible for services, including some high-need older adults

SOURCE: GAO.GOV

Access to Foundation Funding

- Congressional Districts 2,3,4,5,6 serve all or parts of the Metro region and contain 740 Foundations:
- $1,868,000,000 Foundation dollars awarded in 2021
- Congressional District 8 and 7 contains 120 Foundations $177,000,000 (Rural has 4.5% of the options that Metro area has for alternate funding.)
- 2% of all foundation dollars in MN are directed specifically toward aging services

Rural Equity

Rural Equity means that all people living in rural areas are able to live their healthiest life possible.



Helpful Links to learn more about the IFF

Video: What is the IFF
https://www.youtube.com/watch?app=desktop&v=1C6ldz2zHWE

Video: What Does the IFF Mean our Greater MN Communities:
https://www.youtube.com/watch?app=desktop&v=49gwBkK2GeU

Aging in Minnesota Fact Sheet 2022:
https://static1.squarespace.com/static/63fce52c2c38300cb81fdfbc/t/63fe69a8fb73e3000ba34439/1677617579898/Aging+in+MN+Fact+Sheet+-+Ann+Bussey.pdf

Download the Support Letter to contact the Minnesota Board on Aging and support Greater Minnesota:
https://cmcoa.org/wp-content/uploads/2023/03/IFF-Support-Ltr.docx

TAB #8

Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #240
Center City, MN 55012
651-213-8374 ~ Kurt.Schneider@chisagocountymn.gov

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: March 8, 2023
Re: **March 15, 2023 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 April 19, 2023, Board meeting.

Action Items:

1. Receive Directors Report
2. Johnson CSG 2 IUP Amendment
3. Zackary Meadows Preliminary Plat
4. Klevin IUP Accessory Building
5. Goodpaster CUP Rural Retail Tourism
6. Recycle Yard LePage and Sons Service Contract
7. Ki Chi Saga Park Pathfinder Trail Building Mountain Bike Trail
8. Ki Chi Saga Park Structural Building Municipal Building
9. Water Resources Annual Reports

Informational Item(s):

Board of Adjustment and Appeals:
The next regularly scheduled Board of Adjustment meeting of Thursday, April 27th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for April 26, 2023, departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Max & Mary Gustafson are requesting Variances to Zoning Ordinance Section 4.03 and Shoreland Management Ordinance Sections 5.21 and 5.52 in order to expand a legal non-conforming structure which is closer to the Ordinary High Water Level (OHWL) than required, to allow the placement of a detached accessory structure closer to the OHWL than required, and to exceed the maximum allowable amount of impervious surface coverage. The

.25-acre property located at 11890 Mentzer Trail, Chisago Lake Township, S5, T33, R20 (PID 02.01619.00).

2. Property owners Kenneth & Mary Evanoff are requesting Variances to Zoning Ordinance Section 4.03 and Shoreland Management Ordinance Section 5.21 in order to expand a legal non-conforming structure which is closer to the Ordinary High Water Level (OHWL) than required. The .21-acre property is located at 32740 N. Center Court, Chisago Lake Township, S22, T34, R20 (PID 02.01080.00).
3. Property owners John & Cassandra Clements are requesting a Variance to Zoning Ordinance Section 4.08.2 in order to exceed the maximum allowable amount of accessory storage space. The 4.90-acre property located at 14824 310th Street, Chisago Lake Township, S26, T34, R20 (PID 02.00751.20).
4. Property owners Louis & Angela Biondo are requesting Variances to Zoning Ordinance Section 5.15 and Shoreland Management Ordinance Section 5.21 in order to construct a dwelling with attached garage closer to the township Right-of-Way and Top of Bluff than required and to install a septic system closer to the Top of Bluff than required. The 1.09-acre property is located at 13xxx North Lakes Lane, Chisago Lake Township, S21, T34, R20 (PID 02.01271.51).

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, May 4th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for May 2nd, 2023, departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Paoge Vang & Yia Lee are seeking approval of a Conditional Use Permit (CUP) for Rural Retail Tourism on 85.35± acres in the Agricultural (AG) District. Proposed Rural Retail Tourism activities include a farm and garden patch for "pick your own" fruits and vegetables, a picnic gathering area, and hayrides. The property is located at 7647 460th Street, Sunrise Township, S15, T36, R21 (PID 09.00553.10).
2. Property owner Douglas Johnson is seeking approval of the Rezoning of Lot 2, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The 8.05± acre property is located at 1499 505th Street, Nessel Township, S22, T37, R22 (PID 06.00500.02).
3. Property owners Kerry & Jessica Konrad are seeking approval of the Rezoning of one entire parcel (PID 03.00401.10) and one partial parcel (PID 03.00401.00) from Rural Village Center (RVC) District to Agricultural (AG) District. The parcel identified as 03.00401.10 is 5.50± acres in size; and, the parcel identified as 03.00401.00 is 24.49± acres in size with approximately 6.90 acres currently zoned RVC District and approximately 17.59 acres currently zoned AG District. The properties proposed for Rezoning are located at 434xx and 43458 Cedarcrest Trail, Fish Lake Township, S26, T36, R22.

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru March 31, 2023, is $102,553 or 12.3% of projected 2023 revenue. Construction permit activity for March YTD is summarized on the attached table.

Environmental Services Department March 2023 YTD Land Use/Construction Permit Activity:

Building Summary: Year to Date (YTD)																
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**	
	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD
Amador	0	0	4	7	2	4	0	0	0	1	0	0	0	0	1	1
Center City	0	0	3	4	2	2	0	0	1	1	0	0	0	0	0	0
Chisago City	0	1	9	13	5	17	0	0	1	1	0	0	0	0	0	0
Chisago Lake	0	1	6	8	4	8	0	0	0	0	0	0	0	0	3	3
City of Shafer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fish Lake	0	0	2	5	2	6	0	1	0	0	0	0	0	0	2	2
Franconia	1	1	4	6	2	5	0	1	0	0	0	0	0	0	0	1
Harris	0	0	0	2	0	2	0	0	1	1	0	0	0	0	0	0
Lent	0	1	4	7	4	8	0	0	0	0	0	0	0	0	1	1
Lindstrom	3	3	17	19	10	11	0	0	2	2	0	0	0	0	0	0
Nessel	0	0	3	5	2	5	1	1	0	0	0	0	0	0	0	0
Rush City	0	0	0	0	1	4	0	0	0	0	0	0	0	0	0	0
Rushseba	0	0	2	3	0	3	0	0	0	0	0	0	0	0	0	0
Shafer	0	0	1	5	0	1	0	0	0	0	0	0	0	0	1	1
Stacy*	0	0	1	1	1	5	1	1	0	0	0	0	0	0	0	1
Sunrise	3	3	3	6	1	4	1	1	0	0	0	0	0	0	0	0
Taylors Falls	0	0	4	8	2	2	0	0	0	0	0	0	0	0	0	0
TOTAL:	**7**	**10**	**63**	**100**	**38**	**87**	**3**	**5**	**5**	**6**	**0**	**0**	**0**	**0**	**8**	**10**
*City of Stacy tracking began January 1, 2023																

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
April 6, 2023

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, April 6, 2023 at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Environmental Services Director; and Nadia Broome, Office Support Specialist.

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Commission members was taken. Commission members present: Chris DuBose, Eric Leivian, Chip Yeager, John Sutcliffe, Dave Whitney, Jolene Wille, and Jim McCarthy who was seen and heard at the meeting via electronic means from Cambria Hotel at 1000 Lady Street, Columbia, SC 29201. Absent: none. A quorum was established.

Approval of Agenda – ***Motion*** by Chris DuBose to approve the agenda as presented; second by Jolene Wille. The motion passed 7-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, McCarthy, Whitney, and Yeager. Nays: None.

Approval of Minutes – ***Motion*** by Jolene Wille to approve the February 16, 2023 work session minutes as presented; second by Dave Whitney. The motion passed 4-0-3. Ayes: Wille, DuBose, Whitney, and Yeager. Nays: None. Abstained: McCarthy, Sutcliffe, and Leivian. ***Motion*** by John Sutcliffe to approve the March 2, 2023 regular meeting minutes as presented; second by Chris DuBose. The motion passed 6-0-1. Ayes: Leivian, Sutcliffe, Wille, DuBose, Whitney, and Yeager. Nays: None. Abstained: McCarthy.

Receive all Materials and Submittals into Record – ***Motion*** by John Sutcliffe to accept all materials and submittals into the record; second by Eric Leivian. The motion passed 7-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, McCarthy, Whitney and 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

Keith Johnson and Johnson CSG 2, LLC – Coordinator Gervais provided an overview of property owner Keith Johnson and applicant Johnson CSG 2, LLC's request for approval of an Interim Use Permit (IUP) Amendment in order to modify the landscaping materials required for a community solar garden located west of Oasis Road / CSAH 9 and south of 375th Street, Sunrise Township, S28, T35, R20 (PID# 09.00303.10). The original IUP was approved in November 2021 and included a condition of approval which very specifically required the use of black spruce trees. The applicant later determined that this variety of tree was not well suited for the Minnesota climate. The IUP Amendment request was solely for the modification of the variety of tree used for screening purposes. In the application, the applicant proposed the use of a variety of spruce and fir trees in place of black spruce trees. The application materials explained that this requested modification was based on three factors: 1) Ability to achieve required height and opacity goals for the project; 2) Effectiveness of a coniferous mix rather than the narrow black spruce tree; and, 3) The fact that black spruce is not well suited for Minnesota's climate.

The Technical Review Committee met on March 8, 2023 and no concerns were identified. The Sunrise Town Board met on March 23, 2023 and recommended approval "on the condition that only plantings will be varieties of spruce, cedar or fir, and no pine". The extended review period would expire on June 10, 2023.

Gervais concluded by offering a recommendation of approval with conditions, explaining that the proposed conditions were the exact conditions approved by the County Board in November 2021, with the addition of condition no. 1 to clarify that this approval was an Amendment to the original 2021 approval, added language to proposed condition no. 2, again, to address that this was an Amended IUP, and a modification to condition no. 6 (previously condition no. 5) to address the requested Amendment and the Sunrise Town Board's recommendation.

Chair Yeager invited the applicant to address the Planning Commission. Jeremy Meyer, representative for Johnson CSG 2, LLC, stepped forward. Mr. Meyer had nothing to add to Coordinator Gervais' review.

DuBose commented that proposed condition no. 6 referred to "6' black coniferous trees" and asked if it should instead read "6' coniferous trees". Gervais responded affirmatively. Chair Yeager asked the applicant's representative if he was aware of the proposed language requiring the use of Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but prohibiting the use of pine varieties. Meyer responded that he was aware of and satisfied with the proposed condition.

Chair Yeager opened the public hearing. With no persons wishing to speak, ***motion*** by Chris DuBose to close the public hearing; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager Nays: None.

Chair Yeager sought comments from the Planning Commission. DuBose inquired why the Sunrise Town Board had requested that pine trees not be used. McCarthy explained that when red pines grew up the bottom limbs naturally fell off and white pines were naturally thin. McCarthy added that pine trees were nice trees but not ideal for screening purposes.

Motion by Chris DuBose to adopt Resolution No. PC2023-0401, a resolution recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Solar Energy System within 1,320 feet of an existing commercial solar project on property located at 37304 Oasis Road / CSAH 9 in Sunrise Township, as presented and with one change to delete the word "black" from condition no. 6, leaving just "coniferous"; second by Jolene Wille. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager Nays: None.

Conditions:

1. This Interim Use Permit (IUP) amends and supersedes the IUP granted by the Chisago County Board of Commissioners on November 17, 2021 (original IUP) granting approval to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array at 37304 Oasis Road / CSAH 9 in Sunrise Township. The sole Amendment reflects a modification of the landscaping materials approved for screening purposes (condition no. 6).
2. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted herein. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
3. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
4. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the

permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

5. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
6. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot coniferous trees – including Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but no pine varieties – spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
7. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
8. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
9. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as “deer fence” which is of woven wire composition. The fence shall be a minimum of 8’ in height and constructed with wooden posts.
10. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
11. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
12. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
13. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer’s estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
14. At time of decommissioning the permittee shall recycle as much of the system’s materials as possible and limit disposal of said materials to the fullest extent possible.
15. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
16. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.

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17. The permittee shall locate and survey all delineated wetland areas.
18. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
19. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
20. Interconnection equipment shall be mounted at grade level whenever possible.
21. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
22. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
23. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Sunrise Homes, Inc. – Coordinator Gervais provided an overview of the request, explaining that property owner Sunrise Homes, Inc., represented by Vincent Charles, was seeking approval of the Preliminary Plat of Zackary Meadows, involving the creation of three lots from a 33.91± acre tract in the Agricultural (AG) District. The property was generally located south of Rush Point Drive / CSAH 7 and east of Anchor Ave, Nessel Township, S34, T37, R22 (PID# 06.00702.10). Gervais explained that the undeveloped subject site was recently split from PID 06.00702.00 through the Minor Subdivision process and that the site included an existing conservation easement area in NE corner of subject site, covering 8.6 acres. Gervais added that the entire easement area was proposed to be located within a single lot, as requested by the Soil and Water Conservation District (SWCD). As proposed the plat showed three new parcels, with all parcels meeting and exceeding dimensional requirements for the AG District.

The Technical Review Committee met on March 8, 2023. Gervais commented that the SWCD provided recommended conditions of approval, including the conservation easement being situated on a single parcel, the installation of signs to identify the easement boundaries, and transfer of the easement to the new property owner(s). Gervais also commented that all driveways would need to be located on Anchor Avenue rather than CSAH 7, and, due to seasonal constraints, the soils and wetland delineation could not be verified but would be required prior to Final Plat. The Nessel Town Board met on March 14, 2023 and recommended approval with no conditions. The review period would expire on June 29, 2023.

Gervais concluded by stating that staff believed that the proposed Preliminary Plat complied with and was consistent with the intent of the County's Zoning and Subdivision Ordinances and recommended approval with conditions.

Chair Yeager invited the applicant to address the Planning Commission. Nick Charles, representing Sunrise Homes, Inc, stepped forward. Mr. Charles had nothing to add to Coordinator Gervais' review.

Chair Yeager sought comments from the Planning Commission. With no comments, Chair Yeager opened the public hearing. With no persons wishing to speak, ***motion*** by Jolene Wille to close the public hearing; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager Nays: None.

Chair Yeager inquired about the type of signage recommended by the SWCD. Gervais explained that she didn't have the sign specifications and added that the SWCD would work directly with the property owner on the design and acquisition of signs. DuBose commented that he had seen those types of signs before and they were approximately the size of a sheet of paper and identified the area as a conservation area.

Motion by Dave Whitney; second by Eric Leivian to adopt Resolution No. PC2023-0402, a resolution recommending approval of the Preliminary Plat of Zackary Meadows, with conditions as presented. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager Nays: None.

Conditions:

1. The Preliminary Plat of Zackary Meadows is approved per plat drawing dated signed January 19, 2023. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
4. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
5. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).
6. The County shall verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
7. The County shall verify the wetland delineation when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
9. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Maxwell & Allison Kleven – Coordinator Gervais provided an overview of property owners Maxwell & Allison Kleven's request for an Interim Use Permit (IUP) allowing an accessory structure without the presence of a principal use structure and allowing sanitary facilities within the accessory structure on 13.26± acres in the Agricultural (AG) District. The property was located at 41XXX Ferry Road, approximately 1/3 mile north of the intersection of CSAH 9 and Ferry Road, in Sunrise Township, S5, T35, R20 (PID# 09.00035.10).

Gervais explained that the 13.26-acre undeveloped subject site was zoned Agricultural (AG) District, adding that the property owners intended to construct a dwelling in the future but were uncertain of the timeframe. The proposed 40' x 64' (2,560 sf) accessory structure would be used for personal storage only and not for

commercial purposes. The proposed accessory structure would be approximately 152' from the roadway (Ferry Road) / east property boundary, more than 500' from the west property boundary, more than 240' from the north property boundary, and more than 400' from south property boundary. Gervais stated that all proposed setbacks exceeded minimum requirements.

The Technical Review Committee met on March 8, 2023 and did not identify any issues or concerns with the request. The Sunrise Town Board considered the request on March 23, 2023 and recommended approval "for a period of 12 months with the condition that the water and septic are not installed until the building permit for the house is issued." Gervais cautioned the Planning Commission against recommending approval of the IUP with the conditions recommended by the Town Board being that the Zoning Ordinance allowed the proposed uses with issuance of an IUP. The review period would expire on April 29, 2023.

Gervais concluded by stating that staff believed the proposed Interim Use Permit (IUP) complied with and was consistent with the intent of the County's Zoning Ordinance and offered a recommendation of approval with conditions.

Chair Yeager invited the applicants to address the Planning Commission. Property owners Maxwell & Allison Kleven stepped forward. Neither had anything to add to Coordinator Gervais' review.

Chair Yeager sought comments from the Planning Commission. With no comments, Chair Yeager opened the public hearing. With no persons wishing to speak, ***motion*** by Jolene Wille to close the public hearing; second by Eric Leivian. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager. Nays: None.

Whitney inquired if the applicants had any intention of living in the pole barn while their house was being built. M. Kleven responded that they had no intention of living in the accessory structure. Whitney inquired about the proposed septic system. M. Kleven explained that it would be a holding tank with drain field, adding that the holding tank would be located between the proposed house site and the proposed pole barn. Whitney inquired if the property owners were going to utilize another holding tank for the proposed house or if they intended to install a full septic system. M. Kleven commented that they would prefer a single septic system to be used by both the pole barn and house. Whitney commented that the request only included approval for a toilet and a sink, and inquired if the property owners saw need for a shower in the future. M. Kleven stated that they had no intentions of installing of a shower in the accessory structure. McCarthy stated that he would be supporting Sunrise Town Board's recommendation, commenting that he believed a porta-potty would meet the needs of the property owners until their house was constructed. McCarthy added that he didn't think the proposed septic system would function properly with minimal use.

Motion by Chris DuBose; second by Dave Whitney to adopt Resolution No. PC2023-0403, a resolution recommending approval of an Interim Use Permit allowing an accessory structure and sanitary facilities within said accessory structure on property identified as PID 09.00035.10 in Sunrise Township, with findings of fact and conditions presented. The motion passed 6-1. Ayes: Whitney, Leivian, Sutcliffe, Wille, DuBose, and Yeager. Nays: McCarthy

Public Hearings – Continued Hearings – None

Old Business – None

New Business – None

Communications and Reports

County Board Liaison Report / Update – Director Schneider explained that Commissioner Greene was unable to attend the meeting and offered a brief County Board update. Schneider stated that the County Board considered the Preliminary Plat of Carlson Lake Overlook at its April 5, 2023 meeting and ultimately approved the plat on a 3-2 vote. Chair Yeager inquired about the Board's objections to the plat. Director Schneider commented that there were concerns related to cluster development standards, including the open space dedication as part of the Carlson's Lake Estates cluster development, and testimony from neighboring property owners.

Miscellaneous – Whitney commented that Planning Commission tours typically did not include proposed plat sites and he believed there would be benefit in visiting some of these sites if the proposed plats were complicated or presented concerns. Whitney suggested that the Commission discuss whether or not to include these sites in future tours. In response, Coordinator Gervais commented that staff was not opposed to visiting plat sites and agreed that there may be value. The Commission briefly discussed how best to determine which sites to visit, and, ultimately, it was the consensus of the Commission that if a Commissioner felt it was necessary to visit a specific site, they would notify staff, and the Chair would make the final determination on which sites to include on the tours.

Wille commented that she was unable to attend Tuesday tours due to her work schedule and asked if it would be possible to change the tour schedule. Coordinator Gervais stated that the tour schedule was adopted annually as part of the meeting schedule and any change for 2023 would require an amendment to the adopted 2023 meeting schedule. ***Motion*** by Chris DuBose; second by John Sutcliffe to initiate a review of the 2023 meeting schedule with the purpose of considering a change to tour dates. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager. Nays: None.

Director Schneider informed the Planning Commission of recent changes within the Environmental Services Department, including the retirement of Office Manager Patty Perreault, the promotion of Diane Sander from Office Support Specialist to Office Manager, and the hiring of Nadia Broome as Office Support Specialist. Commission members welcomed Broome.

Chair Yeager indicated that the upcoming meeting schedule included a work session on April 20, 2023, and he shared that he would not be able to attend. After a brief discussion about which members were and were not able to attend, the consensus of the Commission was to cancel the April 20, 2023 work session and not reschedule. ***Motion*** by Chris DuBose; second by Jolene Wille to cancel the April 20, 2023 work session and not hold another work session until the regularly scheduled May 18, 2023 work session. The motion passed 7-0. Ayes: Whitney, Leivian, McCarthy, Sutcliffe, Wille, DuBose, and Yeager. Nays: None.

Adjourn Meeting – ***Motion*** by Chris DuBose; second by John Sutcliffe to adjourn the meeting. **Motion passed** 7-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, McCarthy, Whitney, and Yeager. Nays: None. The meeting was adjourned at 7:44 p.m.

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

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Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** ******** 9 ********
Title of Item for Consideration: REVISED - Johnson CSG 2, LLC Interim Use Permit Amendment – Commercial Solar Energy System Landscape Plan	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Planning Commission

Previous Action on this Matter: On November 17, 2021, the property was approved for an Interim Use Permit to construct a one-megawatt community solar garden within ¼ mile of an existing solar array.

Background: Johnson CSG 2, LLC is requesting an Interim Use Permit amendment to modify the variety of tree required within their previously approved commercial solar energy systems landscape plan. The subject property is in Sunrise Township, at 37304 Oasis Road/CSAH 9, (PID #09.00303.10).

At their meeting of April 6, 2023, the Planning Commission conducted the requisite public hearing and review of the proposed Johnson CSG 2, LLC Interim Use Permit amendment request and recommended unanimous approval (7-0) with the modified landscape condition (Condition #6 tree variety change), per Resolution No. PC2023-0401. 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 current *extended* 60-day agency action deadline is June 10, 2023. Among the options for the County Board at tonight's meeting are the following:

1. Approve the IUP amendment, as recommended and with the Findings and Condition modification prepared by the Planning Commission and carried forward by County ESD staff in resolution form;
2. Approve the IUP amendment request, generally as outlined in the Staff Analysis and Report, but with modified landscape tree variety Condition(s) and Resolution of Approval as determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
3. The County Board may deny the IUP amendment request 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 extended120-day period. Staff notes that denial would not invalidate the current IUP project approval but rather would cause the landscape provision to revert to the originally approved use of black spruce trees.

***Attachment(s)*:**

- Draft Resolution of Approval #23/0419__ w/recommended findings and conditions of the Planning Commission
- April 6, 2023 Planning Commission Minutes
- April 6, 2023 Planning Commission Staff Report & Hearing Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the April 6, 2023 Chisago County Planning Commission recommendation to approve the Johnson CSG 2, LLC Interim Use Permit Amendment. The suggested motion to approve this action is as follows:

"Move to approve Resolution 23/0419-___, A Resolution for the County Board of Commissioners of Chisago County, Minnesota, Approving Johnson CSG 2, LLC Interim Use Permit Amendment at 37304 Oasis Road/CSAH 9, Sunrise Township, PID #09.00303.10 to allow modification of the tree variety prescribed in the landscape plans, with Findings and Conditions as recommended by the Planning Commission and/or as amended at tonight's meeting."

Implications of Action: Recommended Board action grants the requested Interim Use Permit amendment and allows modification of the variety of trees prescribed in the previously approved landscape plans.

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 CEB

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0419-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN AMENDMENT TO AN INTERIM USE PERMIT ALLOWING A COMMERCIAL SOLAR ENERGY SYSTEM WITHIN 1,320 FEET OF AN EXISTING COMMERCIAL SOLAR PROJECT ON PROPERTY LOCATED AT 37304 OASIS ROAD / CSAH 9 IN SUNRISE TOWNSHIP

WHEREAS, Keith Johnson, property owner, and Johnson CSG 2, LLC, applicant, submitted an application dated received February 3, 2023 and considered complete on February 10, 2023 for an Amendment to an Interim Use Permit allowing the construction and operation of a one-megawatt community solar garden located within ¼ mile of an existing solar array on property located at 37304 Oasis Road / CSAH 9 in Sunrise Township; and

WHEREAS, the original Interim Use Permit was granted by the Chisago County Board of Commissioners on November 17, 2021 and the approval was filed by the Chisago County Recorder's Office as Document #655363; and

WHEREAS, the property owner and applicant wish to Amend the Interim Use Permit in order to modify the variety of tree required for screening purposes; and

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

WHEREAS, the subject site is legally described as:

PID 09.00303.10

That part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 20 West, Chisago County, Minnesota, lying Northerly of the South 1200 feet thereof

AND

That part of the West Half of the Southeast Quarter of said Section 28, lying Northerly of the South 1200 feet thereof and lying Westerly of Oasis Road (also known as County Highway 9)

AND

That part of the Northeast Quarter of the Southwest Quarter, lying Westerly of Oasis Road (also known as County Highway 9) and lying Southerly and Westerly of the following described line: Commencing at the Northwest corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 44 minutes 19 seconds East, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 766.04 feet to the point of beginning of the line to be described; thence South 1 degree 49 minutes 08 seconds West, 470.30 feet; thence South 89 degrees 44 minutes 19 seconds East to the center line of Oasis Road (also known as County Highway Number 9) and said line there terminating.

Chisago County, Minnesota

WHEREAS, notice was provided and on April 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner and/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit Amendment with Findings of Fact and conditions per Resolution No. PC2023-0401; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its April 19, 2023 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 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.*

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping. The County further finds that the proposed IUP Amendment will help ensure that the screening will be effective and long-lasting.*

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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays has had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*

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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

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 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

Further, the Zoning Ordinance identifies Solar Energy Systems as an Interim Use in the Agricultural (AG) District.

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

Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CSAH 9 or CSAH 11.*

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

Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. 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 Amendment, subject to the following conditions:

1. This Interim Use Permit (IUP) amends and supersedes the IUP granted by the Chisago County Board of Commissioners on November 17, 2021 (original IUP) granting approval to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array at 37304 Oasis Road / CSAH 9 in Sunrise Township. The sole Amendment reflects a modification of the landscaping materials approved for screening purposes (condition no. 6).
2. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted herein. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
3. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
4. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
5. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
6. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot coniferous trees – including Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but no pine varieties – spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

7. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
8. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
9. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
10. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
11. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
12. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
13. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
14. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
15. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
16. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
17. The permittee shall locate and survey all delineated wetland areas.
18. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
19. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
20. Interconnection equipment shall be mounted at grade level whenever possible.
21. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
22. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.

23. 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: April 19, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Amendment to an Interim Use Permit for Commercial Solar Energy System Located within 1,320’ of an Existing Solar Energy System

Johnson CSG 2, LLC + Keith Johnson

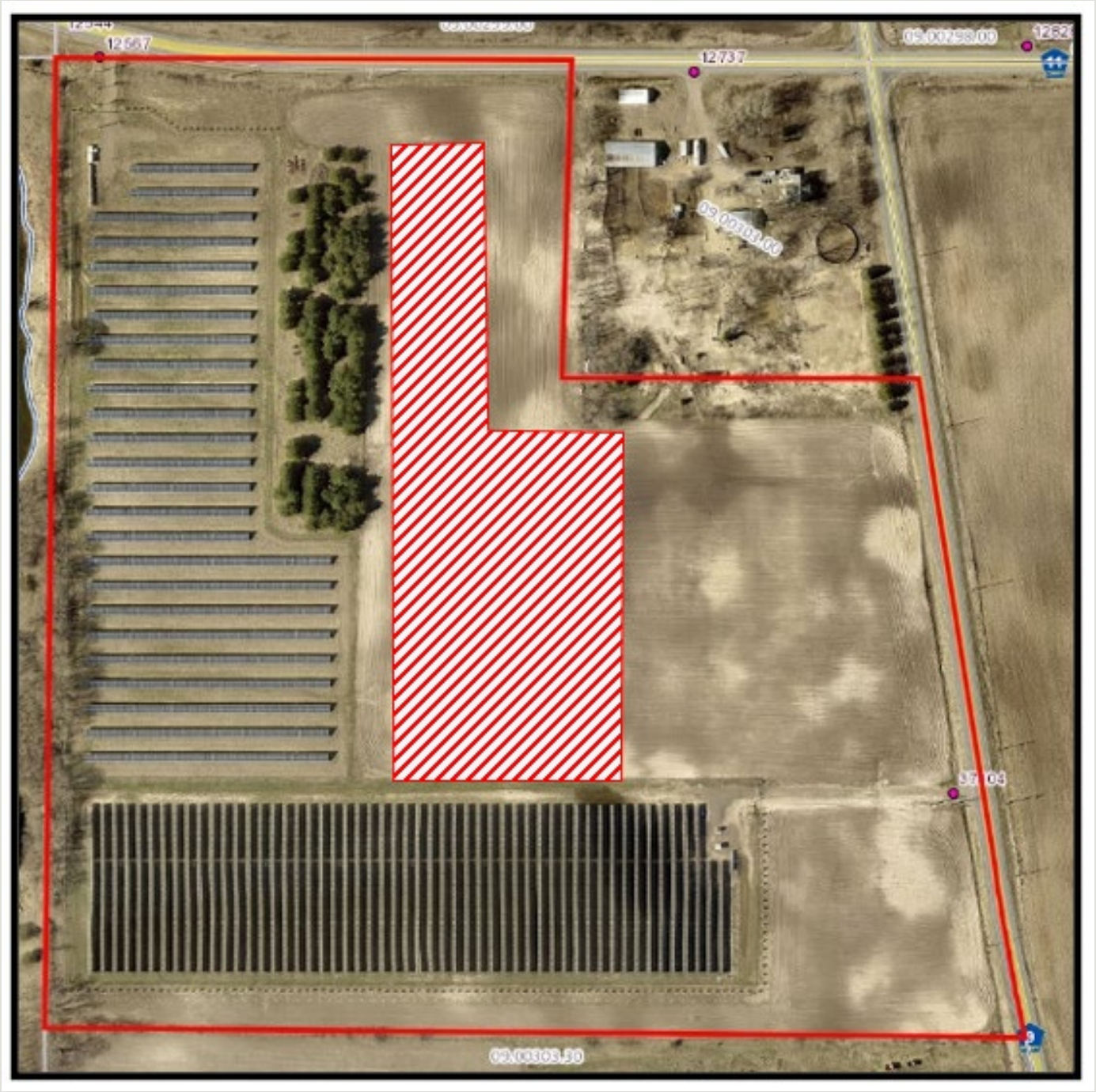
PID 09.00303.10

37304 Oasis Road / CSAH 9

Sunrise Township

Background

Property owner Keith Johnson and applicant Johnson CSG 2, LLC have applied for an IUP Amendment in order to modify the variety of tree required for screening purposes. When the IUP for Commercial Solar Energy System was originally approved in 2021, the applicant specifically proposed the installation of black spruce trees and the resolution approving the IUP included a condition with this very specific detail. The applicant wishes to Amend the IUP in order to allow the installation of coniferous trees native to Minnesota rather than black spruce trees which are not well suited for Minnesota's climate. The property owner and applicant are satisfied with all other conditions and is therefore only requesting that the condition addressing screening be Amended.



Proposal Analysis

REQUESTED AMENDMENT:

The application materials explain that existing condition no. 5 reads:

> The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot **black spruce** trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

And the applicant is requesting that this condition be modified to read:

> The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black **coniferous** trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

RATIONALE FOR REQUESTED AMENDMENT:

The application materials explain that this requested modification is based on three factors:

1. Ability to achieve required height and opacity goals for the project.
2. Effectiveness of a coniferous mix rather than the narrow black spruce tree.
3. The fact that black spruce is not well suited for Minnesota's climate and therefore not likely to survive or meet the required opacity goal.

Review Process



TECHNICAL REVIEW COMMITTEE
MARCH 8, 2023

NO CONCERNS IDENTIFIED



SUNRISE TOWN BOARD
MARCH 23, 2023

RECOMMENDED APPROVAL “ON THE CONDITION THAT ONLY PLANTINGS WILL BE VARIETIES OF SPRUCE, CEDAR OR FIR, AND NO PINE”.



EXTENDED REVIEW PERIOD

EXPIRES JUNE 10, 2023

MCIT guidance states that when considering an Amendment to a CUP or IUP, the County may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that the County, in hindsight, wishes they had imposed when the original CUP or IUP was granted. Further, the Chisago County Attorney's Office has commented that the Planning Commission's scope of review and authority is fairly narrow and specifically limited to the requested Amendment, and that it would be beyond the scope of review to reconsider or otherwise modify the CUP / IUP or conditions of the CUP / IUP in any manner other than as related to the request for Amendment.

So, while the Planning Commission may wish to review and potentially modify the conditions approved in 2021, **the Planning Commission's focus must remain on the specifically requested Amendment which, in this case, solely pertains to the variety of tree required for screening purposes**.

- Approval of the requested Amendment will simply change the variety of tree required for screening purposes.
- Denial of the requested Amendment will not result in automatic revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is.
- Alternatively, if the Planning Commission feels that the proposed Amendment significantly alters the project or the original IUP or the Commission finds other probable cause, the Commission could consider recommending that the County Board consider revocation of the IUP.

Consideration of Amendments

Staff Recommendation

Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval of the IUP Amendment with conditions**.

Staff notes that the proposed conditions are the exact conditions approved by the County Board in November 2021, with the addition of condition no. 1 to clarify that this approval is an Amendment to the original 2021 approval, added language to proposed condition no. 2, again, to address that this is an Amended IUP, and a modification to condition no. 6 (previously condition no. 5) to address the requested Amendment and the Sunrise Town Board's recommendation. Proposed added language is shown underlined and proposed deleted language is shown ~~struck through~~.

1. This Interim Use Permit (IUP) amends and supersedes the IUP granted by the Chisago County Board of Commissioners on November 17, 2021 (original IUP) granting approval to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array at 37304 Oasis Road / CSAH 9 in Sunrise Township. The sole Amendment reflects a modification of the landscaping materials approved for screening purposes (condition no. 6).
2. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted ~~below~~ herein. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
3. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
4. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
5. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
6. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot ~~black spruce~~ coniferous trees – including Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but no pine varieties – spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
7. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
8. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
9. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as “deer fence” which is of woven wire composition. The fence shall be a minimum of 8’ in height and constructed with wooden posts.

Recommended Conditions of Approval Nos. 1 - 9

10. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
11. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
12. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
13. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
14. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
15. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
16. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
17. The permittee shall locate and survey all delineated wetland areas.
18. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
19. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
20. Interconnection equipment shall be mounted at grade level whenever possible.
21. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
22. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
23. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Recommended Conditions of Approval Nos. 10 - 23

Options + Action Requested

OPTIONS:

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

2. Should the Planning Commission determine that the proposed Interim Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit Amendment based on factors deemed appropriate. *Note: Denial of the requested Amendment will not result in automatic revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is.*

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on June 10, 2023, which would allow the Planning Commission the ability to further consider the request at its May 4, 2023 meeting.

ACTION REQUESTED:

Motion to adopt Resolution No. PC2023-0401, a resolution recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Solar Energy System within 1,320 feet of an existing commercial solar project on property located at 37304 Oasis Road / CSAH 9 in Sunrise Township, with Findings of Fact as presented or amended and conditions as presented.

Staff Report

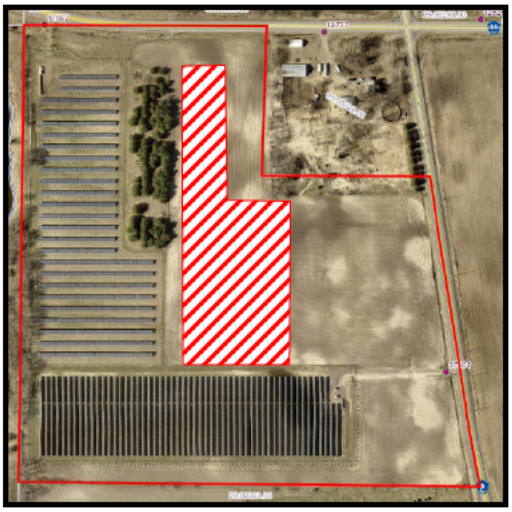
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Amendment to an Interim Use Permit Allowing a Commercial Solar Energy System Located within 1320' of an Existing Solar Energy System
37304 Oasis Road / CSAH 9, Sunrise Township
DATE: April 6, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Amendment to an Interim Use Permit (IUP) allowing a Commercial Solar Energy System to be located within 1,320 feet (1/4 mile) of an existing solar energy system. The original IUP was granted in 2021.

SITE & APPLICATION INFORMATION

Applicant(s):	Johnson CSG 2, LLC
Property Owner(s):	Keith Johnson
Location:	37304 Oasis Road / CSAH 9 Sunrise Township Section 28, Township 35, Range 20
PID:	09.00303.10
Property Area:	38.7± 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:	February 3, 2023
Date Application Complete:	February 10, 2023
60-Day Review Period:	April 11, 2023
Extended Review Period:	June 10, 2023



**Approximate location shown in area of red hatches.*

BACKGROUND

Property owner Keith Johnson and applicant Johnson CSG 2, LLC have applied for an Interim Use Permit (IUP) Amendment in order to modify the variety of tree required for screening purposes. When the IUP for Commercial Solar Energy System was originally approved in 2021, the applicant specifically proposed the installation of black spruce trees and the resolution approving the IUP included a condition with this very specific detail (see condition No. 5 in the attached legal recording). The application materials indicate that the applicant now wishes to Amend the IUP in order to allow the installation of coniferous trees native to Minnesota rather than black spruce trees which are not well suited for Minnesota's

climate. The property owner and applicant are satisfied with all other conditions and is therefore only requesting that the condition addressing screening be Amended.

CONSIDERATION OF IUP AMENDMENTS

Up until very recently, the County has processed requests for CUP and IUP Amendments in the same manner as requests for new CUPs and IUPs, meaning the Planning Commission and County Board have considered all previously approved conditions and, in certain cases, amended conditions which the applicant may not have specifically requested an Amendment to or, in certain cases, added new / eliminated previously approved conditions which the applicant may not have specifically requested be added / eliminated. However, the County learned at a September 2022 MCIT training session that "When considering an Amendment to a Conditional [or Interim] Use Permit, [the County] may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that [the County], in hindsight, wishes they had imposed when the original Conditional [or Interim] Use Permit was granted".

Given that the MCIT guidance is a departure from past practice, staff sought a legal opinion from the County Attorney's Office. Assistant County Attorney Fuge concurred with the MCIT guidance on the processing of CUP [and IUP] Amendments, commenting that the Planning Commission's scope of review and authority is fairly narrow and specifically limited to the requested Amendment. Fuge also commented that it would be beyond the scope of review to reconsider or otherwise modify the CUP [or IUP] or conditions of the CUP [or IUP] in any manner other than as related to the request for Amendment.

So, while the Planning Commission may wish to review and potentially modify the conditions approved in 2021, the Planning Commission's focus must remain on the specifically requested Amendment which, in this case, solely pertains to landscaping materials for the purpose of screening. Therefore, the detail provided in this staff report is somewhat limited in comparison to past staff reports prepared for Amendment requests.

Approval of the requested Amendment will simply change the type of tree(s) required for landscaping / screening purposes. Denial of the requested Amendment will not result in revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is. And, if denied, the landscaping materials required by the 2021 IUP (i.e., black spruce) will likely result in a less than desirable outcome as black spruce are not well suited for the Minnesota climate.

SITE ANALYSIS

The public hearing packet prepared for the Planning Commission's November 4, 2021 meeting is attached for detail about site analysis and all other aspects of the original request for IUP and subject site.

PROPOSAL ANALYSIS

The application materials explain that existing condition no. 5 reads:

> The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

And the applicant is requesting that this condition be modified to read:

> The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black coniferous trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

The application materials explain that this requested modification is based on three factors:

1. Ability to achieve required height and opacity goals for the project.
2. Effectiveness of a coniferous mix rather than the narrow black spruce tree.
3. The fact that black spruce is not well suited for Minnesota's climate and therefore not likely to survive or meet the required opacity goal.

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. The draft Findings of Fact, shown in *italics* below for the Commission's consideration, are largely based on the Findings recommended by the Planning Commission on November 4, 2021 and approved by the County Board on November 17, 2021.

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

Finding #1 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.*

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping. <u>The County further finds that the proposed IUP Amendment will help ensure that the screening will be effective and long-lasting.</u>*

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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays has had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*

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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

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 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an Interim Use in the Agricultural (AG) District.*

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

Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CSAH 9 or CSAH 11.*

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

Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

REVIEW PROCESS

The Technical Review Committee reviewed the request on March 8, 2023 and did not identify any concerns with the proposed Amendment.

The Sunrise Town Board reviewed the proposed IUP Amendment at its March 23, 2023 meeting and recommended approval "on the condition that only plantings will be varieties of spruce, cedar or fir, and no pine".

Due to timing of application submittal, the initial 60-day review period expires on April 11, 2023. In order to allow for due process (i.e., all necessary meetings), the review period was expired an additional 60 days, expiring on June 10, 2023.

STAFF RECOMMENDATION

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the IUP Amendment with conditions (see below) and has prepared a resolution for the Commission's consideration.

Staff notes that the proposed conditions are the exact conditions approved by the County Board in November 2021, with the addition of condition no. 1 to clarify that this approval is an Amendment to the original 2021 approval, added language to proposed condition no. 2, again, to address that this is an Amended IUP, and a modification to condition no. 6 (previously condition no. 5) to address the requested Amendment and the Sunrise Town Board's recommendation. Proposed added language is shown underlined and proposed deleted language is shown ~~struck through~~.

Condition(s):

1. This Interim Use Permit (IUP) amends and supersedes the IUP granted by the Chisago County Board of Commissioners on November 17, 2021 (original IUP) granting approval to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array at 37304 Oasis Road / CSAH 9 in Sunrise Township. The sole Amendment reflects a modification of the landscaping materials approved for screening purposes (condition no. 6).
2. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted ~~below~~ herein. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
3. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
4. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
5. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
6. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot ~~black spruce~~ coniferous trees – including Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but no pine varieties – spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
7. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.

8. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
9. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as “deer fence” which is of woven wire composition. The fence shall be a minimum of 8’ in height and constructed with wooden posts.
10. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
11. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
12. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
13. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer’s estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
14. At time of decommissioning the permittee shall recycle as much of the system’s materials as possible and limit disposal of said materials to the fullest extent possible.
15. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
16. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
17. The permittee shall locate and survey all delineated wetland areas.
18. The permittee shall follow the Minnesota DNR’s recommendations for avoiding and minimizing impacts to Blanding’s turtle.
19. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
20. Interconnection equipment shall be mounted at grade level whenever possible.
21. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
22. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
23. 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 Amendment with Findings of Fact presented or amended and conditions presented.

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

   Note: Denial of the requested Amendment will not result in automatic revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is.

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on June 10, 2023, which would allow the Planning Commission the ability to further consider the request at its May 4, 2023 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0401, a resolution recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Solar Energy System within 1,320 feet of an existing commercial solar project on property located at 37304 Oasis Road / CSAH 9 in Sunrise Township, with Findings of Fact as presented or amended and conditions as presented.

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

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative (labeled "Attachment A – IUP Amendment Request Summary")
   c. Legal Recording (labeled "Attachment B – Interim Use Permit 2021-1298 Issued November 17, 2021")
2. Public hearing packet prepared for November 4, 2021 Planning Commission meeting
3. Aerial location map (1) – subject property
4. Aerial location map (2) – vicinity map
5. Draft Resolution No. PC2023-0401

CC: Keith Johnson, property owner
Johnson CSG 2, LLC (c/o Courtney O'Connor), applicant
County file

Permit # 2023-0086

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

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

Street Location 37304 Oasis Road, Lindstrom, MN 55045 **Tax Parcel #** 09.00303.10

Legal Description Sunrise Township; Sec.28, T.35, R.20. **E-Mail Address:** [redacted]

Owner: Keith Johnson **Day Phone** [redacted]

Address 15460 Little Lake Road, Center City, MN 55012

Applicant (if other than owner) Johnson CSG 2, LLC **Day Phone** [redacted]

Address 3915 Coolidge Ave, Baltimore, MD 21229

Type of Request:

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

Applicable section of ordinance:

Description of request: We would like to request amendment to special condition 5 of IUP # 2021-1298. Details of our request along with the approved IUP are attached to this application

If Variance Application, Brief Description of Practical Difficulty N/A

Courtney O'Connor 1/31/2023

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.

2-3-23
Date Received

2-10-23
Date Complete

4-11-23
60 / 120 Day Review Period

6-10-23
EXTENDED REVIEW PERIOD

Date of Public Hearing: APRIL 6, 2023

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

TOWNSHIP PRESENTATION FORM

Street Location 37304 Oasis Road, Linstrom MN 55045

Legal Description Sunrise Township; Sec.28, T.35, R.20.

Owner Name Keith Johnson **Day Phone:** [redacted]

Address: 15460 Little Lake Road, Center City, MN 55012

Applicant: Johnson CSG 2, LLC **Day Phone:** [redacted]
(if other than owner)

Address: 3915 Coolidge Ave, Baltimore MD 21229

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: We would like to request amendment to special condition 5 of IUP # 2021-1298. Details of our request along with the approved IUP are attached to this application.

Date of County Public Hearing: APRIL 6, 2023 23

Date of Township Presentation: MARCH 7 + MARCH 14, 2023

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reason Motion by Dan Kaiser, second by Carl Peter "Pete" Johnson to accept the Sunrise Planning Commission recommendations to approve the IUP amendment on the condition that only plantings will be varieties of spruce, cedar or fir, and no pine. Motion carried.

Signature of Township Officers:

Courtney O'Connor
Signature of Applicant

1/31/2023
Date

Attachment A – IUP Amendment Request Summary

JOHNSON CSG 2, LLC

IUP PERMIT # 2021-1298

We at Johnson CSG 2, LLC request an amendment to special condition number 5 of our approved Interim Use Permit for a 1 MW Solar garden located at 37304 Oasis Road, Lindstrom MN, 55045.

The current condition reads as the following:

"The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit"

We are requesting the condition to be amended to read:

"The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot coniferous trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit"

The change we have requested here is to switch out the use of black spruce trees to other coniferous trees native to Minnesota. The coniferous mix of trees could include:

- Black hill spruce
- Meyer spruce
- Norway spruce
- Balsam Fir
- White Pine

The graphics below show the difference between the tree previously approved, and some of the trees included in the proposed coniferous mix.



Black Spruce



Black Hill Spruce



Meyer Spruce



Norway Spruce



Balsam Fir

We picked the coniferous mix of trees to be the best option for screening over the Black Spruce for the following reasons:

- We want to ensure that the tree selection fully achieves the required height and opacity goals for the project. We take our obligation to meet the height and capacity goals seriously and seek to resolve any issues with our ability to achieve those goals promptly with the City.

- Upon further consideration, we have determined that a coniferous mix will be more effective. As seen in the pictures, the Black Spruce is a much more narrow tree than the trees of the coniferous mix. The coniferous mix will positively impact the effectiveness of our three rows of screening surrounding the solar garden.

- In addition, we have determined that the Black Spruce is not suited for Minnesota's climate. After doing our own research and speaking to local tree experts, the Black Spruce is more suited for a wet climate. The Black Spruce is commonly referred to as "Swamp Spruce" because it can typically be found in low ground swampy areas and tolerate the saturation. The proposed coniferous mix of trees are all better suited for Minnesota climate and are far more likely to survive and reach their 75% opacity goal at the end of 3 years.

We at Johnson CSG 2, LLC sincerely appreciate all the help we have received from your staff regarding our application, and we look forward to collaborating with you further to develop a great project that we can all be proud of.

Attachment B – Interim Use Permit 2021-1298
Issued November 17, 2021

655363

PAGES: 6

Office of County Recorder
Chisago County, Minnesota

Certified, filed, and/or Recorded on: January 21, 2022 2:45:00 PM

Janet R. Converse,
County Recorder

REC'G COMPLIANCE FUND: $11.00
STATE GENERAL FUND $10.50
TECHNOLOGY FUND: $10.00
GENERAL ABSTRACT: $14.50

Received from: CHISAGO COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND ZONING

Returned To: CHISAGO COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND ZONING
MN

Chisago County Department of

Environmental Services and Zoning

313 N. Main St., Suite 240
Center City, MN 55012-9663
651-213-8379

Official Notification Of

INTERIM USE PERMIT

OWNER NAME AND ADDRESS: Keith K. Johnson and Deborah L. Johnson
15460 Little Lake Road
Center City, MN 55012

APPLICANT NAME AND ADDRESS: Johnson CSG 2, LLC
Mike Bufalini, Gordian Energy Systems
3915 Coolidge Avenue
Baltimore, MD 21229

DESCRIPTION OF REQUEST: Interim Use Permit (IUP) to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array (on the same property).

PROPERTY LOCATION: 37304 Oasis Road, Sunrise Township; SW corner of Oasis Road / County Road 9 and 375th Street

PID: 09.00303.10

SECTION: 28 **TOWNSHIP:** 035 **RANGE:** 020

LEGAL DESCRIPTION:

That part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 20 West, Chisago County, Minnesota, lying northerly of the South 1200 feet thereof

And

That part of the West Half of the Southeast Quarter of said Section 28, lying northerly of the South 1200 feet thereof and lying westerly of Oasis Road (also known as County Highway 9)

And

That part of the Northeast Quarter of the Southwest Quarter, lying westerly of Oasis Road (also known as County Highway 9) and lying southerly and westerly of the following described line:

Commencing at the northwest corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 44 minutes 19 Seconds East, assumed bearing along the north line of said Northeast Quarter of the Southwest Quarter, a distance of 766.04 feet to the point of beginning of the line to be described; thence South 1 degree 49 minutes 08 seconds West, 470.30 feet; thence South 89 degrees 44 minutes 19 seconds East to the center line of Oasis Road (also known as County Highway Number 9) and said line there terminating.

PLANNING COMMISSION ACTION: Recommended approval with conditions on November 4, 2021

COUNTY BOARD ACTION: Approved with conditions on November 17, 2021 (Resolution No. 11172021-2)

FINDINGS OF FACT:

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

Finding #1 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.*

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

Factor #3	The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
Finding #3	*The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.*
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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*
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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*
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	*Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.*
Factor #7	The proposed use will not cause traffic hazard or congestion; and
Finding #7	*The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*
Factor #8	The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8	*The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner will existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

SPECIAL CONDITIONS:

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.

2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.

3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.

5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.

7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.

8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.

9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.

10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.

11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.

12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.

13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.

14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.

15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.

16. The permittee shall locate and survey all delineated wetland areas.

17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.

19. Interconnection equipment shall be mounted at grade level whenever possible.

20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.

21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.

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

Interim Use Permit approved but not utilized within twelve (12) months of the date of approval shall be null and void.

* * * *

Staff Report

TO: Planning Commission
FROM: Beth Thorp, Land Services Coordinator
SUBJECT: Interim Use Permit for a Commercial Solar Energy System Located within 1320' of an Existing Solar Energy System (Sunrise Township)
DATE: November 4, 2021

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Interim Use Permit (IUP) allowing a Commercial Solar Energy System to be located within 1320' (1/4 mile) of an existing solar energy system (on the same property).

SITE & APPLICATION INFORMATION

Applicant(s):	Johnson CSG 2, LLC
Property Owner(s):	Keith Johnson
Location:	SW corner of CR 9 and CR 11 / Sunrise Township
General Location:	Section 28, Township 035, Range 020
PID:	09.00303.10
Property Area:	38.74 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	Agricultural (AG) District
Date Application Complete:	September 1, 2021
60-Day Review Period:	October 31, 2021
Extended Review Period:	December 1, 2021



BACKGROUND & DISCUSSION

The subject site, generally located at the SW corner of CR 9 and CR 11, is 38.74 acres in size and is currently developed with two solar energy systems. An administrative permit was issued in June 2017 for the first solar array located along the west property line. This array is set back 135' from CR 11 / 375th Street and is visible on the aerial photo above.

In November 2019 the Planning Commission recommended approval and the County Board approved an IUP for what would become the second constructed solar array on the subject site. This array is located along the south property line and is situated approximately 250' – 300' from CR 9 / Oasis Road. The second constructed solar array is depicted on the aerial photo above. Both the first and second constructed solar arrays were installed meeting or exceeding roadway setback requirements in effect at the time of approval.

In 2020 the Planning Commission recommended and the County Board approved amendments to the County's Solar Energy Systems regulations. The County adopted new standards for solar arrays, including increased setback requirements from roads. More specifically, the roadway setback

requirement for any second or successive solar array on an individual property changed from 135' to 735'.

In 2021 the applicant and property owner applied for an IUP to gain approval for what would become the third constructed solar array on the subject site. The proposed project had received approval in 2019 under the County's former Solar Energy Systems regulations, but approval became null and void when it was not acted upon within one year. The proposal presented minimal modifications from that of the original 2019 proposal, which means it did not meet the County's new 735' setback requirement. In February 2021 the Planning Commission recommended denial and the County Board denied the IUP due to the proposed solar array not meeting minimum setback requirements.

In response to the February 2021 denial, the applicant and property owner requested and were granted a Variance from the Chisago County Board of Adjustment and Appeals in September 2021. The approved Variance allows a roadway setback range of approximately 380' – 455' from CR 9 and 135' from CR 11. The range is due to the position of the solar array in relation to the angled CR 9 roadway.

With Variance approval in hand and having waited the required six months for reapplication of the IUP, the applicant and property owner are now seeking IUP approval to install the Commercial Energy Solar System. The system is proposed to be located immediately east of the first constructed system and immediately north of the second constructed system, as generally depicted on the aerial photo above.

SITE PLAN / PROPOSAL ANALYSIS

The application for IUP included a written narrative dated August 30, 2021. According to the written narrative, the Commercial Solar Energy System is designed to consist of approximately 4,046 solar panels mounted on a steel and aluminum racking structure positioned at a fixed 30° tilt. The panels will average a height of 10' above grade and will not exceed a maximum height of 20' above grade. The racking system will be installed in the ground with I-beams driven directly into the ground at a depth between 6'-10' depending on soil conditions. The equipment is designed to withstand winds up to 90 mph and snow loads of 60 lbs/sf.

Zoning Ordinance Section 7.31 Solar Energy Systems, G. Interim Use Permit (IUP) Requirements, 3. Interim Use Permit Performance Standards states that approved Interim Use Permits shall generally conform with the provisions specified for Solar Administrative Permits, but may be allowed some measure of flexibility on a case-by-case basis as determined to be appropriate, at the discretion of the Planning Commission and County Board. Performance standards for administrative permits, and thereby systems granted by IUP, include:

Noise

The Zoning Ordinance limits construction and routine maintenance activities to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded. The written narrative states that operating hours during construction will be limited to 8:00 am – 6:00 pm. The project is proposed to commence in March 2022 and be complete by October 2022.

Site Sediment and Erosion Control

The applicant is required to implement those MPCA-recommended erosion and sediment control which are deemed applicable by the Department. If applicable, the Permittee shall obtain an NPDES Permit, and provide the Department with the Storm Water Pollution

Prevention Plan (SWPPP) submitted to the MPCA as part of the (NPDES) permit application. Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

The written narrative indicates that measures will include the use of erosion control logs and silt fences where necessary, and establishment of a germinated pollinator-friendly vegetative base underneath the project area before construction begins to prevent erosion. Further, Johnson CSG 2, LLC will submit for the NPDEA Permit and will provide the Department with Storm Water Pollution Prevention Plan (SWPPP) prior to and during the construction process.

Visual Screening and Landscape Plan

The Zoning Ordinance requires that all Commercial Solar Projects include the development, installation, and maintenance of a performance-based landscape plan (wind row style plantings) placed outside the fenced perimeter and consisting of suitable native shrubbery and trees. Trees and/or shrubs shall be a minimum of six feet tall when planted and shall reach project-affiliated fence height and leaf-on conditions 75% opacity screening by the end of year three of the project.

1. A landscape plan designed by Minnesota- licensed landscape engineer or Minnesota-certified arborist shall be submitted verifying that the above-stipulated height and opacity goals will be achieved by the end of year three of the project, given normal growing conditions.
2. Financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals are achieved by the end of year three shall be provided prior to building permit approval.
3. Perimeter fence and landscape improvements shall be installed prior to all other above grade site improvements and confirmed compliant by county inspection.

The written narrative outlines plans for vegetative screening, which includes the installation of two staggered rows of six-foot black spruce trees spaced 16’ on center. The trees will be planted on the north, east, and south sides of the solar array outside of the fenced perimeter. The applicant proposes to provide a financial surety in an amount great enough to guarantee that the screening goals of 75% opacity and tree height are met, prior to submitting a building permit.

While staff is generally satisfied with the proposed plantings, it does not appear that the applicant has provided a landscape plan meeting all requirements of condition #1 above. To fully satisfy the condition, a qualified landscape professional must simply sign off on the suitability of the proposed plan. Staff has incorporated submission of a landscape plan as a recommended condition of approval in the attached resolution.

Ground Cover

The written narrative indicates that the applicant voluntarily participates in the Pollination Pledge and has agreed to seed with native pollinator friendly vegetation underneath the panels and in surrounding areas within the project site. The seed mix used for ground cover will, in addition to other befits, minimize erosion, improve water quality, and infiltrate stormwater runoff.

Wetlands
All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420. The applicant submitted a wetland delineation report dated December 2018 and it was reviewed by the Chisago County Wetland Specialist. The Wetland Specialist's conditions of approval have been incorporated into the attached resolution for consideration.

Blanding's Turtle
The applicant is required to follow the DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

Security Fence
The security fence surrounding the facility is required to be agricultural fencing, also known as "deer fence" which is of woven wire composition. The written narrative states that the proposed solar array will be contained within an area protected by a 7' "fixed knot" fence with wooden posts.

Consistent with past projects, staff has incorporated a recommended condition of approval stating that the fence shall be a minimum of 8' in height.

Maintenance
The applicant is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of project property, including disposal of trash, waste, and other detritus, for the life of the project. Such maintenance shall include sustaining and maintaining the visual screening buffer in an attractive and aesthetically pleasing manner.

The written narrative states that a dumpster will be on site during the entire constriction process and other materials will be stored and locked in storage containers placed on site.

Financial Surety / Site Restoration
The Zoning Ordinance requires that, at time of building permit application, the project developer submit a decommissioning plan for ground-mounted Commercial Solar Energy Systems to ensure that the permittee properly removes the equipment and facilities upon the end of project life or after their useful life. The plan shall include provisions for the removal of all structures and foundations, the removal of all electrical transmission components, the restoration of soil and vegetation and a soundly based plan ensuring financial resources will be available to fully decommission the site. The permittee shall provide an industry engineer's estimate of the eventual decommissioning cost and shall post financial surety in an amount equal to or greater than 125% of the engineer's estimated cost, to ensure proper decommissioning. All solar projects and decommissioning plans shall be subject to biennial review of current relevant economic factors associated with solar projects, solar technology and the solar industry, and may be subject to revised or escalated financial surety requirements, as determined to be necessary by the County Board of Commissioners. Failure to maintain financial surety and current decommissioning plan shall be grounds for revocation and/or nullification of permit.

The written narrative details the applicant's decommissioning plan and proposes a surety of $84,550 per megawatt. This amount appears to be 100% of the cost to remove the solar array

and restore the project area, rather than the required 125%. The attached resolution for consideration includes a condition requiring the financial surety to be the full 125% along with submission of a detailed estimate to support the estimated cost and financial surety amount.

Setbacks
The required minimum setback from roadways and neighboring property lines for all project elements including structures, panels, racking systems, and security enclosure, are as follows:

- 75' from all non-right of way property lines or 275' from any dwelling, whichever is greater.
- 135' from the centerline of State and County Roads for the first commercial solar energy system on any single parcel and 735' from the centerline of State and County Roads for any additional commercial solar energy system on the same parcel.
- 135' from centerline of all other public roads.

The site plan dated received September 29, 2021 shows that the project location is set back 75' from the northern-most eastern property line and the eastern-most northern property line (the L-shaped property boundary in the NW corner of the subject site) and it exceeds the more restrictive 275' setback from the dwelling located immediately northeast.

The applicant requested and received a Variance to the roadway setback requirements listed above in September 2021. The attached site plan, Plan Sheet PV1 dated received September 29, 2021, accurately reflects the Variance granted by the Board of Adjustment and Appeals.

Interconnection Equipment
Interconnection equipment is required to be mounted at grade whenever possible.

As part of the review process, the Technical Review Committee met on September 8th. Aside from comments received from the Wetland Specialist and incorporated as recommended conditions of approval, there were no concerns identified by the committee.

Given that the applicant applied for Variance and IUP at the same time, the applicant granted the County an extension to the state mandated 60-day review period in order to allow time to review the requests separately. The extended review period expires on December 1, 2021.

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 Interim Use Permits (IUP), 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 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning*

Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.*

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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*

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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

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 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.*

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

Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*

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

Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner will existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

TOWNSHIP RECOMMENDATION

The Sunrise Town Board reviewed the proposed Variance and IUP at its September 16th meeting. The Town Board motioned "*to accept Sunrise Township's Planning Commission recommendation to deny the Variance and IUP because the setbacks requested are so far removed from the language of the amended Chisago County Zoning Ordinance Section 7.31, Subsection F, Paragraph 10, (which requires 735' from centerline of state and county roads) that we don't feel Sunrise Township can act on it; and also because the $25,000 decommission security falls far too short of 125% of the stated $87,767.00 cost of decommissioning*."

STAFF RECOMMENDATION

Taking into consideration the roadway setback Variance that was independently granted by the Board of Adjustment and Appeals in September 2021, staff believes that the proposed IUP for Commercial Solar Energy System complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report, or during the course of the public hearing, staff recommends approval of the IUP with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.

2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.

3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.

5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. Landscaping shall include a minimum of two staggered rows of six-foot black spruce trees spaced at

16-foot on center, located outside of the fenced perimeter. The plan shall be submitted prior to building permit approval.

6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.

7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.

8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.

9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.

10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.

11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.

12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.

13. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.

14. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.

15. The permittee shall locate and survey all delineated wetland areas.

16. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

17. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.

18. Interconnection equipment shall be mounted at grade level whenever possible.

19. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.

20. 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 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: the Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **table action** to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The extended review period expires on December 1, 2021.

ACTION REQUESTED

Motion to adopt Resolution No. PC2021-1102, a resolution recommending approval of an Interim Use Permit allowing a Commercial Solar Energy System, with conditions as presented or amended.

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

ATTACHMENTS

1. Draft Resolution No. PC2021-1102
2. Interim Use Permit Application Materials
   - Application dated signed August 30, 2021
   - Written narrative dated August 30, 2021
   - Community meeting summary report
   - Interconnection application
   - Site plan dated received September 29, 2021

CC: Johnson CSG 2, LLC, applicant
Keith Johnson, property owner
County File

RESOLUTION NO. PC2021-1102

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT TO ALLOW A COMMERCIAL SOLAR ENERGY AS REQUESTED BY JOHNSON CSG 2, LLC AND KEITH JOHNSON

WHEREAS, Johnson CSG 2, LLC, applicant, and Keith Johnson, property owner, submitted an application dated complete on September 1, 2021 for an Interim Use Permit to allow a Commercial Solar Energy System; and

WHEREAS, the subject site is generally located at the southwest intersection of County Road 9 and County Road 11 (Sunrise Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 09.00303.10
THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD
Section 28, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

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

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

Finding #1 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.*

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast.*

Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.

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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*

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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

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 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.*

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

Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*

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

Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner will existing solar arrays within the County. 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 BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Interim Use Permit is hereby recommended for approval, subject to the following conditions:

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.

2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.

3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.

5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.

6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.

7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.

8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.

9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.

10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.

11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.

12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application,

a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.

13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.

14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.

15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.

16. The permittee shall locate and survey all delineated wetland areas.

17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.

19. Interconnection equipment shall be mounted at grade level whenever possible.

20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.

21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.

22. 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 4th day of November, 2021.

Kelly Corbin	AYE	John Sutcliffe	AYE
Shellene Johnson	AYE	Dave Whitney	AYE
James McCarthy	AYE	Chuck Yeager	AYE
Frank Storm	AYE		

Shellene Johnson, Chair

ATTEST:

Beth Thorp, Land Services Coordinator

60 Day Deadline: _____

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

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Permit # 21-1298-2

Street Location 12737 375th Street, North Branch, MN 55056 **Tax Parcel #** 09.00303.10

Legal Description THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD **E-Mail Address:** [redacted]

Owner: Keith K. Johnson **Day Phone** [redacted]

Address 15460 Little Lake Road, Center City, MN 55012

Applicant (if other than owner) Johnson CSG 2, LLC **Day Phone** [redacted]

Address 3915 Coolidge Ave, Baltimore, MD 21229 S 28, T35, R20

Type of Request:

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

Applicable section of ordinance: Sections 7.31 (Solar Energy Systems), 8.04-1 (Interim Use Permits), and 8.06 (Variances)

Description of request: Installation of a 1 MW AC ground mounted community solar garden, and variance for the 735' setback requirement from the centerline of State and County Roads for additional commercial solar energy gardens on the same parcel.

If Variance Application, Brief Description of Practical Difficulty The 735' setback cannot be met with the project being installed on the South of this project.

This IUP was submitted as a resubmittal after a lapse of the previously approved IUP. This requirement was new upon the resubmittal.

[signature] 8/30/21

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.

60 Day Deadline (If Application is Complete)

Date of Public Hearing: Thurs 10-7-21

Questions? Contact Jessica Jagoe, Land Services Coordinator at 651-213-8379 or Jessica.Jagoe@chisagocounty.us

TOWNSHIP PRESENTATION FORM

Street Location 12737 375th Street, North Branch, MN 55056 PID # 09.00303.10

Legal Description THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF, THAT PT OF W 1/2 OF SE 1/4 OF SAID SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG WLY OF OASIS ROAD

Owner Name Keith K. Johnson Day Phone: [redacted]

Address: 15460 Little Lake Road, Center City, MN 55012

Applicant : Johnson CSG 2, LLC Day Phone: [redacted]
(if other than owner)

Address : 3915 Coolidge Ave, Baltimore, MD 21229

Type of Request:

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

Motion by Carl Peter "Pete" Johnson, second by Eric Leivian, to accept Sunrise Township's Planning Commission recommendation to deny the **Variance and IUP** because the setbacks requested are so far removed from the language of the Amended Chisago County Zoning Ordinance Section 7.31, Subsection F, Paragraph 10, (which requires 735 feet from centerline of state and county roads) that we don't feel Sunrise Township can act on it; and also because the $25,000 decommission security falls far too short of 125% of the stated $87,767.00 cost of decommissioning. Discussion from Tyler Richter at the Planning Commission meeting for the rationale of the motion for current law, current regulations to rule on the merits of the current application. One abstain, Mark Osland. Motion carried

Approved [ ] Denied [X]

Reasons and Conditions:

Signature of Township Officers: Carl Peter Johnson
Eric Leivian
[illegible]
[illegible] 9/16/21

See Planning Administrative Form 8/30/21
Signature of Applicant Date

SCHEDULE OF REQUIRED MEETINGS

Zoning Department will fill out this form for you at the time of your application

Johnson CSG 2, LLC

4001 Coolidge Ave. • Baltimore, Maryland 21229
[redacted]

Exhibit B.1 - Interim Use Permit

Monday August 30, 2021
Chisago County
Attn: Kurt Schnieder
313 N. Main St.
Suite 240
Center City, MN 55012

Johnson CSG 2, LLC (Johnson CSG 2) is requesting an Interim Use Permit for a one- Megawatt Alternate Current photovoltaic community solar garden with service period of 25-35 years. The Utility Scale community solar garden is going to cover 7 acres of land the following described 38.7-acre parcel of land owned by Keith K. Johnson and Deborah L. Johnson, PID 09.00303.10: THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD, township 035, range 020. The property is Zoned 2 AREM – Agricultural Homestead – remainder and 200 Agricultural. Commercial Community Solar Gardens are permitted as Interim use.

The site was selected due to its physical characteristics, proximity to existing Xcel Energy electrical infrastructure and distribution lines, zoning and permitting requirements, and landowner participation. After looking into moving the array further away from the road, we determined it would not be feasible.

1. Township Recommendation:

Johnson 2 CSG LLC will be attending the county recommended township meeting once the dates are provided

2. Design and Interconnection:

Each garden will consist of approximately four thousand forty-six (4046) solar panels. The panels are mounted on a steel and aluminum racking structure positioned at a fixed 30° tilt, and generally averages approximately ten (10) feet above grade and will not exceed a maximum height of twenty (20) feet above grade. The racking system is installed in the ground with I-beams that are driven directly into the ground at a depth usually between six (6) feet and ten (10) feet depending on soil conditions. The racking system manufacturer’s engineer will

provide certification that the design of the foundations and panels are within accepted professional standards, given local soil and climate controls. The equipment is designed to withstand wind up to ninety (90) MPH and sixty pounds per square foot (60 LBS/SF) of snow. Each of the gardens will have one (1) concrete equipment pad, typically less than 320 square feet, to support interconnection and metering equipment. The only proposed grading that will occur is for the roads and concrete equipment pads.

The panels will be arranged into rows. Each row of solar panels will connect to an inverter. The inverters will be connected by trenched underground conduit that is housed inside of PVC housing which will be installed two (2) feet below the surface. The conduit will lead to the concrete equipment pad for each garden that will be mounted at grade. The inverters transform the direct current (DC) power generated by the photovoltaic system to alternating current (AC) power, which is then connected to the existing Xcel Energy three phase power distribution line at the point of common coupling (PCC).

3. Noise and Construction:

Johnson CSG 2 would like to begin construction in March 2022 date and complete the project before October 2022. The construction process takes approximately nine months. Operating hours during construction will be 8am-6pm to ensure nighttime noise level standards will not be exceeded. The site will have a portable toilet for workers. No water supply will be required. A dumpster will be on site during the entire construction process and will be serviced periodically for any waste debris that may come as a result of construction. Any materials will be stored and locked in storage containers

that are placed on site and part of the access road turnaround. Large flatbed and delivery trucks will be delivering heavy machinery and equipment to the site periodically throughout the construction process. In addition, crews in passenger vehicles, pickup trucks, bobcats and skid steer loaders on tracks will be used on site almost daily. Johnson CSG 2 will use appropriate temporary (construction-related) erosion and sediment control best management practices (BMP) through construction.

4. Storm Water Management Measures

Storm water management measures will be determined by EVS, a licensed civil engineering firm. They are a Minnesota based company with an enormous amount of experience designing solar arrays. Measures will include an analysis of the existing topography since no substantial grading will be required, the use of erosion

control logs and silt fences where necessary, and establishment of a germinated pollinator friendly vegetative base underneath the project site before construction begins to prevent erosion. Johnson CSG 2, LLC will submit for the NPDES Permit and will provide the Department with Storm Water Pollution Prevention Plan (SWPPP) prior to and during the construction process.

5. Ground Cover:

Johnson CSG 2 has voluntarily participated in the Pollination Pledge, in which it has agreed to seed with native pollinator friendly vegetation underneath the panels and in surrounding areas within the project site. Seeding will be done as soon as the weather allows for proper germination. Johnson CSG 2 will utilize local companies to maintain the vegetation by mowing as needed and in a manner as to maximize weed and erosion control. Ground cover within the fenced portion of the array will not exceed 24 inches in height and will cover under and between the collectors, surrounding system foundation, and mounting devices. Johnson CSG 2 proposes a seed mix design specific to this site based on the parameters and methodology defined by the Minnesota Department of Transportation.

The purpose of the solar garden seed mix will be to:

- Withstand harsh climate conditions
- Minimize maintenance costs
- Minimize erosion
- Improve water quality
- Infiltrate storm water runoff

6. Vegetative Screening:

A. Johnson CSG 2 does not plan to remove any of the existing screening in or surrounding the proposed array.
B. Johnson CSG 2 plans to install 2 rows of 6 feet Black Spruce spaced 16 feet apart off center. The 2 rows will be staggered and will be placed on the North, East, and South sides of the array. Johnson CSG 2, LLC will provide a financial surety in the amount great enough to guarantee that the screening goals of 75% opacity and tree height are met prior to submitting a building permit.
C. Johnson CSG 2 vegetative screening will be planted outside of the security fence and the solar garden setbacks of 75ft from property lines supersedes the 20ft landscaping setback requirements.

4001 Coolidge Ave. • Baltimore, Maryland 21229
[redacted]

Johnson CSG 2 will be responsible for maintaining the existing drain tile system underneath the array and replacing any damage to tile that occurs during the construction process, or any time prior to or during decommissioning. Existing drain tile lines will be identified upon the completion of the ALTA survey prior to construction.

7. Wetlands:

Johnson CSG 2 has conducted a level one wetland delineation report that has determined that no wetlands will be affected on the property as well as a Notice of Decision that agrees with those findings.

8. Blanding's Turtle:

Johnson CSG 2 agrees to follow the best practices in avoiding and minimizing impact according to the DNR Environmental Review Fact Sheet Series.

9. Security Fence:

The solar array will be contained within an area protected by a six (6) foot Deer Fence as shown in the proposed site conditions Exhibit B.4.

10. Decommissioning Plan:

Johnson CSG 2 is to provide a decommissioning surety of $25,000 per megawatt to the County, prior to the building permit being submitted. The purpose of the security is to ensure there is enough money available to return the project site to an appropriate condition at the end of the project's useful life, or earlier.

Johnson CSG 2 or its successors agree to be responsible for all decommissioning costs and agree that any future buyer or successor of the project will assume the same decommissioning responsibilities. Installation by Johnson CSG 2 will be done with no significant or permanent alterations to the land. Upon removal, the project site shall be restored to pre-construction conditions as is reasonably practical, including removal of structures, foundation, and restoration of soil and vegetation. The system will be dismantled and removed using minimal impact construction equipment and materials will be safely recycled or disposed. Appropriate temporary construction-related erosion and sediment control best management practices (BMP) during the decommissioning of the project.

Johnson CSG 2 anticipates that decommissioning will occur 25-35 years after the date that the system becomes operational depending on the owner renewal option. All equipment and structures will be removed within ninety (90) days from either of the following: A. The end of the system's serviceable life; or B. the system becomes discontinued. A system shall be considered a discontinued use after one (1) year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the system to service.

The following is a list of assumptions and clarifications to further define the methodology used to establish the scope and values of the removal costs and salvage values.

General

- The intent of the decommissioning work will be to fully remove the solar facility and restore the site to a stabilized natural condition. Even if the intent is to resume farming, the site will first be fully restored and stabilized.
- The service life of the facility is assumed to be 25 years. All dollar amounts are in present day value, and it is assumed that all values will inflate at a similar rate, therefore, the net comparison of removal cost to salvage value at the end of the service life will remain accurate.
- Costs associated with this plan represent a "turn key" operation for a general contractor to be hired for this work, including permits, mobilization, contingency, etc.
- Unit costs for each line item have been provided by local contractors familiar with this type of work.
- Haul costs assume a maximum distance of 60 miles between the project and nearest disposal or recycling facility.
- No maximum duration has been assigned for this work. It has been assumed that this work would be handled by a single crew without full time site personnel.

Civil Infrastructure

- Topsoil used to backfill excavations will be borrowed from adjacent onsite locations. No topsoil import is included.
- Stormwater features such as retention berms or shallow basins with drain tile under drains may remain in place as they do not negatively impact future agricultural land uses and they will continue to provide an environmental benefit to the quality and quantity of offsite runoff.

- Aggregate removal will be the full depth of the aggregate section for roads, equipment pads, and other areas utilizing aggregate. No aggregate will be buried. Includes subgrade scarification prior to backfilling with topsoil.
- Turf establishment includes mulch, fertilizer, and water as necessary to achieve 70% ground cover as required to satisfy the NPDES Construction General Permit.
- Sediment control is priced as silt fence but could also be fiber logs. Location of sediment control will be downslope from exposed soils only in areas where sedimentation offsite or into onsite water bodies can reasonably be expected.

Structural Infrastructure

- Steel pile foundation removal is assumed to be similar in effort and price to pile installation.
- Steel racking removal is assumed to be similar in effort and price to racking installation.

Electrical Infrastructure

- PV modules to be recycled. Assumption is that the modules are 72 cell polysilicon modules about 6’ X 3’ in dimension.
- Switchgear including transformers will be removed from their respective concrete pads and recycled/returned to the manufacturer.
- DC copper wiring will be dismantled and recycled.

- AC AL wiring, where underground will be dug up, retrieved and recycled.
- On site riser or interconnection poles shall be removed.
- String inverters/combiner boxes are no more than 130 lbs. in weight and not more than 40” X 25” X 12” in dimension. A two-person crew can dismantle a string inverter.
- Transformers are pad mounted and weigh approximately 6500 pounds. These are dry type transformers, so there is no need for any oil disposal.
- Switchgear and the transformer sit on the same concrete pad
- Underground medium voltage wires are generally aluminum and are placed in trenches, in some cases direct buried or in PVC conduits. They can be removed by trenching with a ditch witch

For the estimated cost for decommissioning, please see Schedule of Removal and Restoration Costs in Appendix A.

Johnson CSG 2, LLC

4001 Coolidge Ave. • Baltimore, Maryland 21229
[redacted]

Appendix A

Schedule of Removal and Restoration Costs

	Quantity	Units	$/Unit	Cost	Notes
Civil Infrastructure					
aggregate removal	180	CY	$4.00	$720.00	remove full section of aggregate road, structural concrete base material, and surfacing around equipment pads
aggregate haul and offsite disposal	180	CY	$6.00	$1,080.00	
geotextile removal under aggregate roads	550	SY	$0.05	$27 50	
geotextile haul and offsite disposal	550	SY	$0.05	$27 50	
topsoil backfill	180	CY	$12.00	$2,160.00	onsite relocation of topsoil to backfill road and equipment pad excavations
culvert removal	1	each	$1,200.00	$1,200.00	remove CMP of approximate 30' length with no greater than 2' of cover
culvert haul and offsite disposal	1	each	$100.00	$100.00	
chainlink fence removal	1900	LF	$6.00	$11,400.00	includes fence mesh, post framing, concrete foundations, etc
chainlink fence haul and offsite disposal	1900	LF	$3.00	$5,700.00	
reinforced concrete equipment pad removal	1	EA	$500.00	$500.00	
concrete waste haul and offsite disposal	1	CY	$500.00	$500.00	
site grading	1	AC	$8,000.00	$8,000.00	grading smooth all areas disturbed by removals, excavations, etc
turf establishment	1	AC	$1,000.00	$1,000.00	seed and mulch all areas disturbed by removals, excavations, etc
sediment control	0	LF	$2.00	$0.00	silt fence
Structural Infrastructure					
steel pile foundation removal	550	EA	$13.00	$7,150.00	
steel pile foundation haul and offsite disposal	550	EA	$3.00	$1,650.00	
steel racking removal	1	MW	$5,000.00	$5,000.00	
steel racking haul and offsite disposal	1	MW	$700.00	$700.00	
Electrical Infrastructure					
Removal of Solar modules	4104	EA	$8.00	$32,832.00	
Removal of string inverters/combiners	17	EA	$60.00	$1,020.00	
Removal of switchgear/Xfmr	1	EA	$1,500.00	$1,500.00	
Removal of Riser and Interconnection poles	0	EA	$1,000.00	$0.00	
Removal of SCADA/Aux panel/weather station	1	EA	$500.00	$500.00	
Removal of medium voltage AL cables	1	MW	$2,000.00	$2,000.00	
Removal of fiber optic cables	0	MW	$500.00	$0.00	
General					
permits	1	ea	$ 3,000.00	$ 3,000.00	NPDES Construction General Permit and SWPPP preparation
				$ 87,767.00	
Total Salvage Value				86126	
Decommission - Salvage Value:				$ (1,641.00)	

Meeting Summary Report- Johnson 2 CSG 12/8/2020

Landowners Invited: See attached

Attendees:

- Gregory Olsen [redacted]
- Jeremy Meyer
- Steve Putman
- Kristin Hileman
- Mike Bufalini
- Will Jawish

Comments & Concerns Discussed

There is a row of trees that you are removing on the west side. Is it possible to move existing trees over?

Response: Our plan is to move some of the healthy trees. Our plan has trees around the front and trees around the area, they are removing trees in the only area that we don't have screening

Concern that landowner won't get the vegetative zone on the east side, inside corner as a buffer. Request to fill in that area to not obstruct their view. Is screening still required on the south portion?

Response: The vegetative screening is based on the original plan. Property owner wanting to maintain some

Access to the power generated?

Response: We back feed into the grid and we have subscribers that have a certain allocation to the energy produced.

Concern over awareness of a previous meeting

Response: The previous meeting was held last year. We will be sure to keep them in the loop moving forward. Steve Putman recommends showing up for the planning commission meeting

How will we get notified of the planning commission meeting?

Response: A notice will be sent out prior

Our we going off the new ordinance or the old ordinance?

Response: We are going off of the old ordinance

Discussion of the change in the ordinance.

Response: That will be discussed at the planning commission meeting

Concern over screening located to the west side buffer being taken out.

Response: 40 foot buffer, We'll have to see how much of that we have control over and how much we can accommodate.

Concern and discussion over the 735 foot setback requirement

-We can apply for a variance or exception. There will be a Public hearing and the public concerns will be taken into account. Up to the zoning administrator to grant an allowance or not on a case by case basis.

APPENDIX B: Generation Interconnection Application Form

WHO SHOULD FILE THIS APPLICATION: Anyone expressing interest to install generation which will interconnect with Xcel Energy (Local electric utility). This application should be completed and returned to the Generation Interconnection Coordinator, in order to begin processing the request.

INFORMATION: This application is used by Xcel Energy to perform a preliminary interconnection review. The Applicant shall complete as much of the form as possible. The fields in BOLD are required to be completed to the best of the Applicant's ability. The Applicant will be contacted if additional information is required. The response may take up to 15 business days after receipt of all the required information.

COST: A payment to cover the application fee shall be included with this application. The application fee amount is outlined in the "State of Minnesota Interconnection Process for Distributed Generation Systems".

OWNER/APPLICANT		
Company / Applicant's Name: MN 121819, LLC		
Representative: Andrew Armstrong	**Phone Number:** [redacted]	**FAX Number:** N/A
Title: Project Developer		
Mailing Address: 3915 Coolidge Avenue Baltimore, MD 21229		
Email Address: [redacted]		
LOCATION OF GENERATION SYSTEM INTERCONNECTION		
Street Address, legal description or GPS coordinates: 12737 375th Street North, Branch, MN 55056	Lat:45°29'26.41"N Lon:92°51'6.55"W	
PROJECT DESIGN / ENGINEERING (if applicable)		
Company: Gordian Energy System, LLC		
Representative: Malachi Valez	Phone: [redacted]	FAX Number: N/A
Mailing Address: 3915 Coolidge Avenue Baltimore, MD 21229		
Email Address: [redacted]		
ELECTRICAL CONTRACTOR (if applicable)		
Company: Zinniel Electric Co.		
Representative: Tim Zinniel	Phone: [redacted]	FAX Number: N/A
Mailing Address: 25955 Co Rd 27 Sleepy Eye, MN 56085		
Email Address: [redacted]		

(Continued on Sheet No. 10-103)

APPENDIX B: Generation Interconnection Application Form (Continued)

GENERATOR		
Manufacturer: Chint Power Systems America		Model: CPS SCA50KTL-DO/US-480 CPS SCA60KTL-DO/US-480
Type (Synchronous Induction, Inverter, etc): Inverter		**Phases: 1 or (3)**
Rated Output (Prime kW): 50/60kW	**(Standby kW):** 0/0 kW	**Frequency:** 60Hz (57-63 ADJ)
Rated Power Factor (%): 0.99 (+/- 0.8ADJ)	**Rated Voltage (Volts):** 480V AC	Rated Current (Amperes): 60A 72A
Energy Source (gas, steam, hydro, wind, etc.) Solar		

TYPE OF INTERCONNECTED OPERATION	
Interconnection / Transfer method: ☐ Open ☐ Quick Open ☐ Closed ☐ Soft Loading ☒ Inverter	
Proposed use of generation: (Check all that may apply) ☐ Peak Reduction ☐ Standby ☒ Energy Sales ☐ Cover Load	**Duration Parallel:** ☐ None ☐ Limited ☒ Continuous
Pre-Certified System Yes / (No) (Circle one)	**Exporting Energy** (Yes) / No (Circle one)

ESTIMATED LOAD INFORMATION		
The following information will be used to help properly design the interconnection. This Information is not intended as a commitment or contract for billing purposes.		
Minimum anticipated load (generation not operating):	**kW:** <1kW	**kVA:** <1kW
Maximum anticipated load (generation not operating):	**kW:** <1kW	**kVA:** <1kW

ESTIMATED START/COMPLETION DATES	
Construction start date: March 1, 2019	**Completion (operational) date:** December 31, 2019

DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION

Attach a single line diagram showing the switchgear, transformers, and generation facilities. Give a general description of the manner of operation of the generation (cogeneration, closed-transition peak shaving, open-transition peak shaving, emergency power, etc.). Also, does the Applicant intend to sell power and energy or ancillary services and/or wheel power over Xcel Energy facilities? If there is an intent to sell power and energy, also define the target market.

Generation Facility is intended to participate in the Solar Rewards Community Solar Garden Program.

(Continued on Sheet No. 10-104)

APPENDIX B: Generation Interconnection Application Form (Continued)

SIGN OFF AREA:

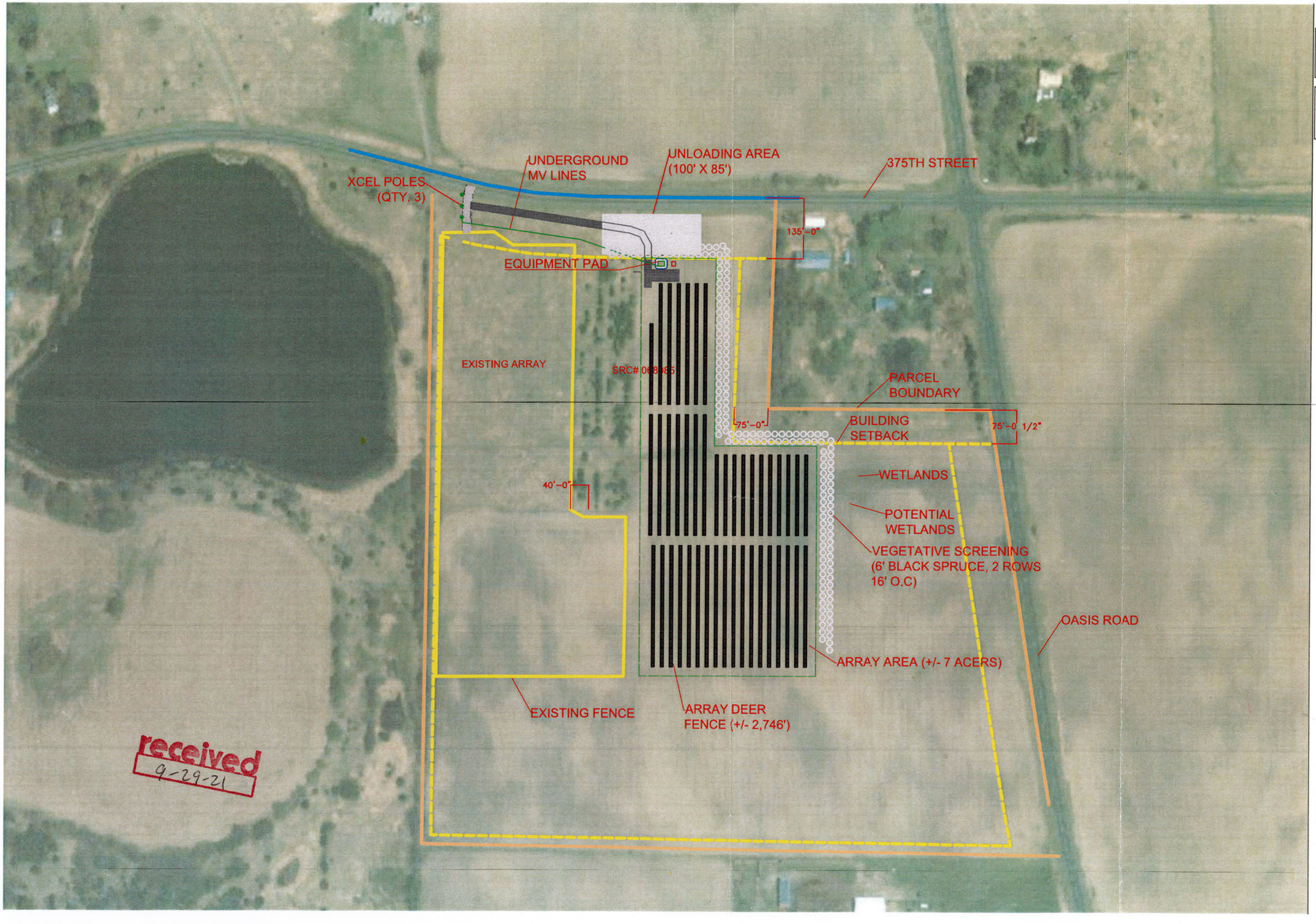
With this Application, we are requesting Xcel Energy to review the proposed Generation System Interconnection. We request that Xcel Energy identifies the additional equipment and costs involved with the interconnection of this system and to provide a budgetary estimate of those costs. We understand that the estimated costs supplied by Xcel Energy, will be estimated using the information provided. We also agree that we will supply, as requested, additional information, to allow Xcel Energy to better review this proposed Generation System interconnection. We have read the "State of Minnesota Distributed Generation Interconnection Requirements" and will design the Generation System and interconnection to meet those requirements.

Applicant Name (print): Andrew Armstrong

Applicant Signature: **Date:** 11/6/18

SEND THIS COMPLETED & SIGNED APPLICATION AND ATTACHMENTS TO THE GENERATION INTERCONNECTION COORDINATOR

(Continued on Sheet No. 10-105)



received
9-29-21

MN121B19,LLC
3915 COOLIDGE AVE.
BALTIMORE, MARYLAND 21229
410-242-2449

PROJECT ADDRESS:
12737 375th St,
North Branch, MN 55056

LAT: 45°29'26.4"N
LON: 92°51'06"W

SYSTEM	SPECIFICATION
System size DC	1.458 MW
System size AC	1.000 MW
DC/AC RATIO	14.58
AZIMUTH	180
TILT	N/A
MODULE COUNT	3240
MODULE TYPE	REC 450TP72
MODULE STC RATING	450 W
INVERTER COUNT	8
INVERTER TYPE	CPS SCH125KTL-DO/US-600 POWER LIMITED TO 1MW AC
INVERTER POWER	125KW
RACKING	SINGLE AXIS TRACKER
MONITORING	ALSO ENERGY

DESIGN CRITERIA	
MIN/MAT TEMP.	-28 C/32 C
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
EXPOSURE CATEGORY	50 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES:
NO POSITION, DISTANCE OR CLEARANCE ISSUES WITH OVERHEAD ELECTRICAL SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS.

24-7 UNESCORTED KEYLESS ACCESS PROVIDED FOR THE METERS AND AC DISCONNECT.

NO TREE REMOVAL.

NO FLOODPLAINS

REVISIONS

#	DESCRIPTION	BY	DATE
0	CAPACITY STUDY DESIGN	S.B.J.	12/3/18
1	INTERCONNECTION COMMENTS	W.R.J.	12/7/18
2	CUP SUBMISSION	W.R.J.	12/28/18
3	ADDED VEGETATIVE SCREENING	W.R.J.	1/15/19
4	CUP SUBMISSION REVS	W.R.J.	3/13/19
5	TRACKER	W.R.J.	8/8/19
6	UPDATED SCREENING	W.R.J.	12/28/20
7			

DRAWN BY:
WILL JAWISH

PROJECT NAME:
Johnson CSG 2
SRC#068985

DRAWING TITLE:
SITE PLAN

SCALE:
1" = 200'

SHEET:
PV1

Keith Johnson - Aerial Photo

Keith Johnson and Johnson CSG 2, LLC – Property owner Keith Johnson and applicant Johnson CSG 2, LLC are requesting approval of an Interim Use Permit (IUP) Amendment in order to modify the landscaping materials required for a community solar garden. The original IUP was granted in November 2021. The property is located west of Oasis Road / CSAH 9 and south of 375th Street, Sunrise Township, S28, T35, R20 (PID# 09.00303.10).

Keith Johnson Property -

Sunrise Township
S28, T35, R20
PID # 09.00303.10

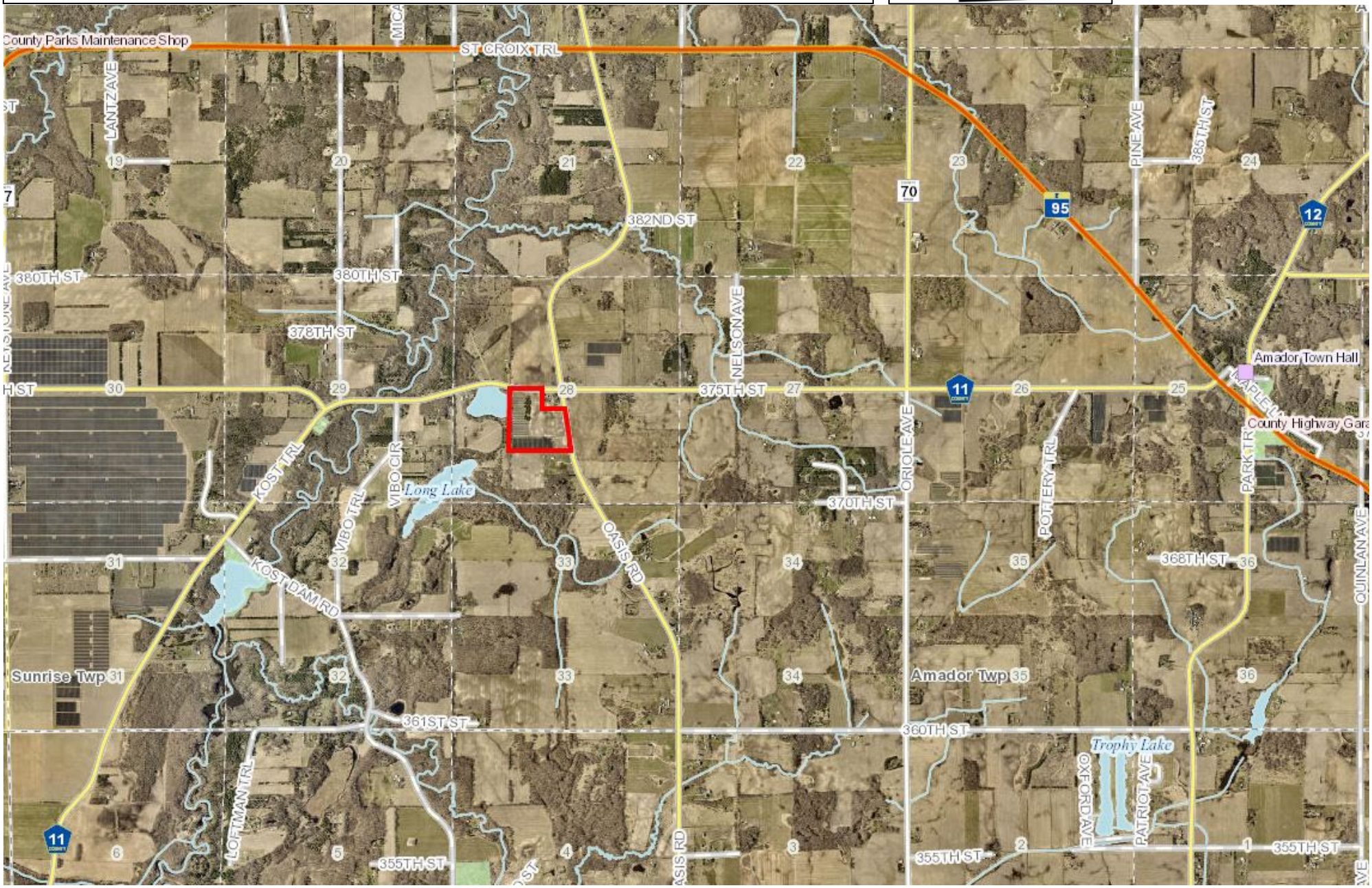


Keith Johnson - Aerial Photo

Keith Johnson and Johnson CSG 2, LLC – Property owner Keith Johnson and applicant Johnson CSG 2, LLC are requesting approval of an Interim Use Permit (IUP) Amendment in order to modify the landscaping materials required for a community solar garden. The original IUP was granted in November 2021. The property is located west of Oasis Road / CSAH 9 and south of 375th Street, Sunrise Township, S28, T35, R20 (PID# 09.00303.10).

Keith Johnson Property -

Sunrise Township
S28, T35, R20
PID # 09.00303.10



RESOLUTION NO. PC2023-0401

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN AMENDMENT TO AN INTERIM USE PERMIT ALLOWING A COMMERCIAL SOLAR ENERGY SYSTEM WITHIN 1,320 FEET OF AN EXISTING COMMERCIAL SOLAR PROJECT ON PROPERTY LOCATED AT 37304 OASIS ROAD / CSAH 9 IN SUNRISE TOWNSHIP

WHEREAS, Keith Johnson, property owner, and Johnson CSG 2, LLC, applicant, submitted an application dated received February 3, 2023 and considered complete on February 10, 2023 for an Amendment to an Interim Use Permit allowing the construction and operation of a one-megawatt community solar garden located within ¼ mile of an existing solar array on property located at 37304 Oasis Road / CSAH 9 in Sunrise Township; and

WHEREAS, the original Interim Use Permit was granted by the Chisago County Board of Commissioners on November 17, 2021 and the approval was filed by the Chisago County Recorder's Office as Document #655363; and

WHEREAS, the property owner and applicant wish to Amend the Interim Use Permit in order to modify the variety of tree required for screening purposes; and

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

WHEREAS, the subject site is legally described as:

PID 09.00303.10

That part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 20 West, Chisago County, Minnesota, lying Northerly of the South 1200 feet thereof

AND

That part of the West Half of the Southeast Quarter of said Section 28, lying Northerly of the South 1200 feet thereof and lying Westerly of Oasis Road (also known as County Highway 9)

AND

That part of the Northeast Quarter of the Southwest Quarter, lying Westerly of Oasis Road (also known as County Highway 9) and lying Southerly and Westerly of the following described line: Commencing at the Northwest corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 44 minutes 19 seconds East, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 766.04 feet to the point of beginning of the line to be described; thence South 1 degree 49 minutes 08 seconds West, 470.30 feet; thence South 89 degrees 44 minutes 19 seconds East to the center line of Oasis Road (also known as County Highway Number 9) and said line there terminating.

Chisago County, Minnesota

WHEREAS, notice was provided and on April 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner and/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Interim Use Permits and Interim Use Permit Amendments 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 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.*

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

Finding #2 *Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping. The County further finds that the proposed IUP Amendment will help ensure that the screening will be effective and long-lasting.*

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 Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays has had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*

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 existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*

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 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an Interim Use in the Agricultural (AG) District.*

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

Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CSAH 9 or CSAH 11.*

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

Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. 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 Amendment, subject to the following conditions:

1. This Interim Use Permit (IUP) amends and supersedes the IUP granted by the Chisago County Board of Commissioners on November 17, 2021 (original IUP) granting approval to construct and operate a one-megawatt community solar garden located within a ¼ mile of an existing solar array at 37304 Oasis Road / CSAH 9 in Sunrise Township. The sole Amendment reflects a modification of the landscaping materials approved for screening purposes (condition no. 6).
2. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted herein. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
3. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
4. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to eb necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
5. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.

6. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot coniferous trees – including Black Hills spruce, Meyer spruce, Norway spruce and Balsam fir varieties, but no pine varieties – spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
7. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
8. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
9. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as “deer fence” which is of woven wire composition. The fence shall be a minimum of 8’ in height and constructed with wooden posts.
10. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
11. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
12. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
13. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer’s estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
14. At time of decommissioning the permittee shall recycle as much of the system’s materials as possible and limit disposal of said materials to the fullest extent possible.
15. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
16. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
17. The permittee shall locate and survey all delineated wetland areas.
18. The permittee shall follow the Minnesota DNR’s recommendations for avoiding and minimizing impacts to Blanding’s turtle.

19. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
20. Interconnection equipment shall be mounted at grade level whenever possible.
21. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
22. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
23. 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 6th day of April, 2023.

Chris DuBose	_____	Dave Whitney	_____
Eric Leivian	_____	Jolene Wille	_____
Jim McCarthy	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____
Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** 10
Title of Item for Consideration: Sunrise Homes, Inc "Zackary Meadows" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Sunrise Homes Inc., is requesting Preliminary Plat approval of Zackary Meadows. The subject 33.91 ±-acre property is proposed to be divided into three single family development parcels. The property is located South of Rush Point Dr. (CSAH 7) and East of Anchor Avenue in Nessel Township, (PID #06.00702.10).

At their meeting of April 6, 2023, the Planning Commission conducted the requisite public hearing and review of the proposed Zackary Meadows Preliminary Plat and recommended unanimous (7-0) approval with conditions, per Resolution No. PC2023-0402. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, June 29, 2023. Among the options for the County Board at tonight's meeting are the following:

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

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 Zackary Meadows Preliminary Plat:

"Move to Approve Resolution No. 23/0419-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Zackary Meadows located South of Rush Point Dr. (CSAH 7) and East of Anchor Avenue in Nessel Township, (PID #06.00702.10)."

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

Board. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: None.			
Administrator's Recommendation			
Approve _____	Deny _____	Other C EB	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0419-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF ZACKARY MEADOWS

WHEREAS, property owner Sunrise Homes, Inc. submitted an application dated received February 21, 2023 and considered complete on March 1, 2023 for the Preliminary Plat of Zackary Meadows; and

WHEREAS, the property owner desires to create three buildable parcels from the 33.91± acre subject site; and

WHEREAS, the subject site is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Avenue in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00702.10

The Northwest Quarter of the Northwest Quarter of Section 34, Township 37, Range 22, Chisago County Minnesota EXCEPTING THEREFROM the following described parcel.

Beginning at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 01 degrees 58 minutes 14 seconds West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 444.79 feet; thence east and parallel to the north line of said Northwest Quarter of the Northwest Quarter, a distance of 573.72 feet; thence North 02 degrees 00 minutes 02 seconds East, a distance of 444.79 feet, more or less, to the north line of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 30 minutes 43 seconds West, along said north line, a distance of 573.95 feet to said point of beginning and there terminating.

AND ALSO EXCEPTING THEREFROM Parcel 60 of Chisago County Highway Right of Way Plat No. 40.

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

WHEREAS, notice was provided and on April 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Zackary Meadows with conditions per Resolution No. PC2023-0402; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its April 19, 2023 meeting and determined the Preliminary Plat of Zackary Meadows to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Zackary Meadows is approved per plat drawing dated signed January 19, 2023. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
4. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
5. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).
6. The County shall verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
7. The County shall verify the wetland delineation when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
9. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: April 19, 2023

_____ ATTEST: _____

Ben Montzka
Chair, Board of Commissioners

Chase Burnham
County Administrator

Preliminary Plat of Zackary Meadows

Sunrise Homes, Inc.
Represented by Vincent Charles
PID 06.00702.10
South of Rush Point Drive / CSAH 7 and East of Anchor Avenue
Nessel Township



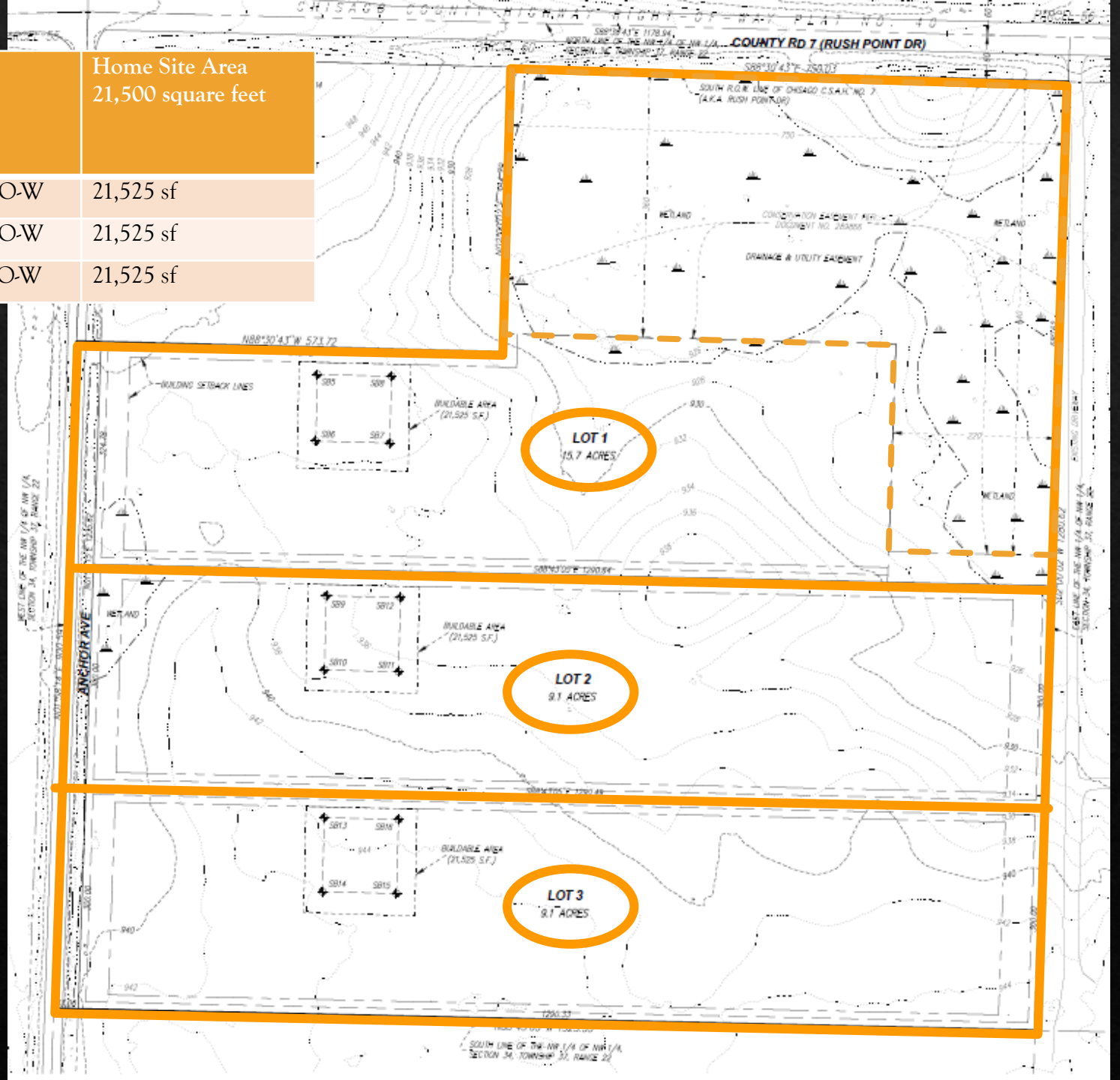
Existing Conditions

- 33.91± acres
- South of Rush Point Drive / CSAH 7 and east of Anchor Avenue
- Zoned AG District
- Undeveloped land which was recently split from PID 06.00702.00 through Minor Subdivision process
- Existing conservation easement in NE corner of subject site, covering 8.6 acres; entire easement area proposed to be located within a single lot as requested by SWCD

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	15.7 acres	324.78' (Anchor Ave.)	1,290.64' + R-O-W	21,525 sf
Lot 2	9.1 acres	300'	1,290.56' + R-O-W	21,525 sf
Lot 3	9.1 acres	300'	1,290.41' + R-O-W	21,525 sf

Proposed Plat

Subdividing one parcel into three parcels



Review Process

Technical Review Committee

March 8, 2023

SWCD recommends conservation easement to be situated on one lot; utilization of signage to identify easement boundaries; and, transfer of easement to current property owner and future property owner.

Wetland Delineation & Soils Report have not been verified due to winter ground conditions; will be required prior to Final Plat

All accesses required from Anchor Avenue; no access shall be granted from Rush Point Drive / CSAH 7

Nessel Town Board

March 14, 2023

Recommended approval with no conditions

Review Period

Expires on June 29, 2023

Staff Recommendation

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

Recommended Condition(s):

1. The Preliminary Plat of Zackary Meadows is approved per plat drawing dated signed January 19, 2023. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
4. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
5. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).
6. The County shall verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
7. The County shall verify the wetland delineation when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
9. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Zackary Meadows with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Zackary Meadows based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on June 29, 2023.

Action Requested

Motion to adopt Resolution No. PC2023-0402, a resolution recommending approval of the Preliminary Plat of Zackary Meadows, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Zackary Meadows
South of Rush Point Drive / CSAH 7 and East of Anchor Avenue, Nessel Township
DATE: April 6, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Zackary Meadows, involving the creation of three lots from a 33.91± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	Sunrise Homes, Inc.
Applicant(s):	Sunrise Homes, Inc.
General Location:	South of Rush Point Drive / CSAH 7 and East of Anchor Avenue Nessel Township Section 34, Township 37, Range 22
PID:	06.00702.10
Property Area:	33.91± 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:	February 21, 2023
Date Application Complete:	March 1, 2023
120-Day Review Period:	June 29, 2023



BACKGROUND

Property owner Sunrise Homes, Inc., represented by Vincent Charles, is seeking approval of the Preliminary Plat of Zackary Meadows. The property owner wishes to create three parcels from the 33.91± acre tract of land located south of Rush Point Drive / CSAH 7 and east of Anchor Avenue in Nessel Township.

SITE & PROPOSAL ANALYSIS

The subject site is vacant land recently subdivided from adjacent PID 06.00702.00 (immediately northwest of subject site) through the Minor Subdivision process. The subject site and all surrounding properties are zoned Agricultural (AG) District. Topography of the site includes elevations ranging from 925’ in the northeast corner to 945’ at the south border, with wetlands shown along the west boundary (adjacent to Anchor Avenue) and northeast corner and established trees along the south and east

borders as well as in the northeast corner. Surrounding properties range widely in size from 5 acres to 110 acres and appear to be used primarily for residential and agricultural purposes.

The attached Preliminary Plat drawing shows that the northeast corner of the subject site is protected by a conservation easement recorded as Document No. 289866 (attached for reference). Review of the 1996 easement document shows that the easement area is 8.6 acres in size and runs with the land, meaning that it's a perpetual easement. The property owner is aware of the easement and has made effort to keep the easement area contained within one proposed lot as requested by the Chisago Soil and Water Conservation District (Chisago SWCD).

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

AG District Minimum Requirements	**Lot Size 5 acres**	**Lot Width* 300 feet**	**Lot Depth** 300 feet**	**Home Site Area 21,500 square feet**
Lot 1	15.7 acres	324.78' (Anchor Ave.)	1,290.64' + R-O-W	21,525 sf
Lot 2	9.1 acres	300'	1,290.56' + R-O-W	21,525 sf
Lot 3	9.1 acres	300'	1,290.41' + R-O-W	21,525 sf

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

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

REVIEW PROCESS

The Technical Review Committee met with Vincent Charles on March 8, 2023. The following items were discussed:

- Chisago SWCD District Administrator Mell requested that the following conditions of approval be considered by the County:
    - The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
    - The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
    - The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).

- County Engineer Triplett commented that all accesses (driveways) shall be off Anchor Avenue and no access shall be granted from Rush Point Drive / CSAH 7.
- Code Enforcement Officer Putman stated that the County will verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
- Wetland Specialist Fertig commented that verification of the wetland delineation will occur when ground conditions allow and verification must be completed prior to submission of request for Final Plat.

The Nessel Town Board reviewed the proposed Preliminary Plat at its March 14, 2023 meeting and recommended approval with no conditions.

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on June 29, 2023.

WRITTEN TESTIMONY

No written testimony was submitted to the County as of the completion of this report.

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. The Preliminary Plat of Zackary Meadows is approved per plat drawing dated signed January 19, 2023. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
4. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
5. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).

6. The County shall verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
7. The County shall verify the wetland delineation when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
9. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Zackary Meadows with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Zackary Meadows based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on June 29, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0402, a resolution recommending approval of the Preliminary Plat of Zackary Meadows, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Preliminary Plat drawing
2. Perpetual Conservation Easement (Document No. 289866)
3. Aerial location map (1) – subject site
4. Aerial location map (2) – vicinity map
5. Draft Resolution No. PC2023-0402

CC: Sunrise Homes, Inc. c/o Vincent Charles, property owner
County file

Permit # 23-130

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee $46
Base Fee $500
Wetland or Septic Fees $500
Plat Compliance Fee $150
NO ROADS
TOTAL FEE $1,196

Street Location 48965 X Anchor Ave Tax Parcel # 06.00702.10

Legal Description Sec Plat E-Mail Address: [redacted]

Owner: Sunrise Homes Inc/Vincent Charles Day Phone [redacted]

Address PO Box 241, Cambridge, MN, 55008

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

Address S34, T37, R22

Type of Request:

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

Applicable section of ordinance: _____

Description of request: Split 33 Acr Parcel into 3 Lots

Zackary Meadows

If Variance Application, Brief Description of Practical Difficulty _____

2-21-23

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.

2-21-23
Date Received

3-1-23
Date Complete

6-29-23
60 / (120) Day Review Period

Date of Public Hearing: APRIL 6, 2023

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

TOWNSHIP PRESENTATION FORM

Street Location 48965X Anchor Ave

Legal Description See Plat

Owner Name Sunrise Homes Inc (Vincent + Charles) **Day Phone:** [redacted]

Address: PO Box 241, Cambridge, MN 55008

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

Address: _____

Type of Request:

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

Description of Request: Split 33 Acre Parcel into 3 Lots

Date of County Public Hearing: APRIL 6, 2023

Date of Township Presentation: MARCH 14, 2023

TOWNSHIP ACTION TAKEN

Approved ☑ Denied ☐

Reasons and Conditions: _____

Signature of Township Officers: Michelle Meis Betsy Kissing

Brenda Olson

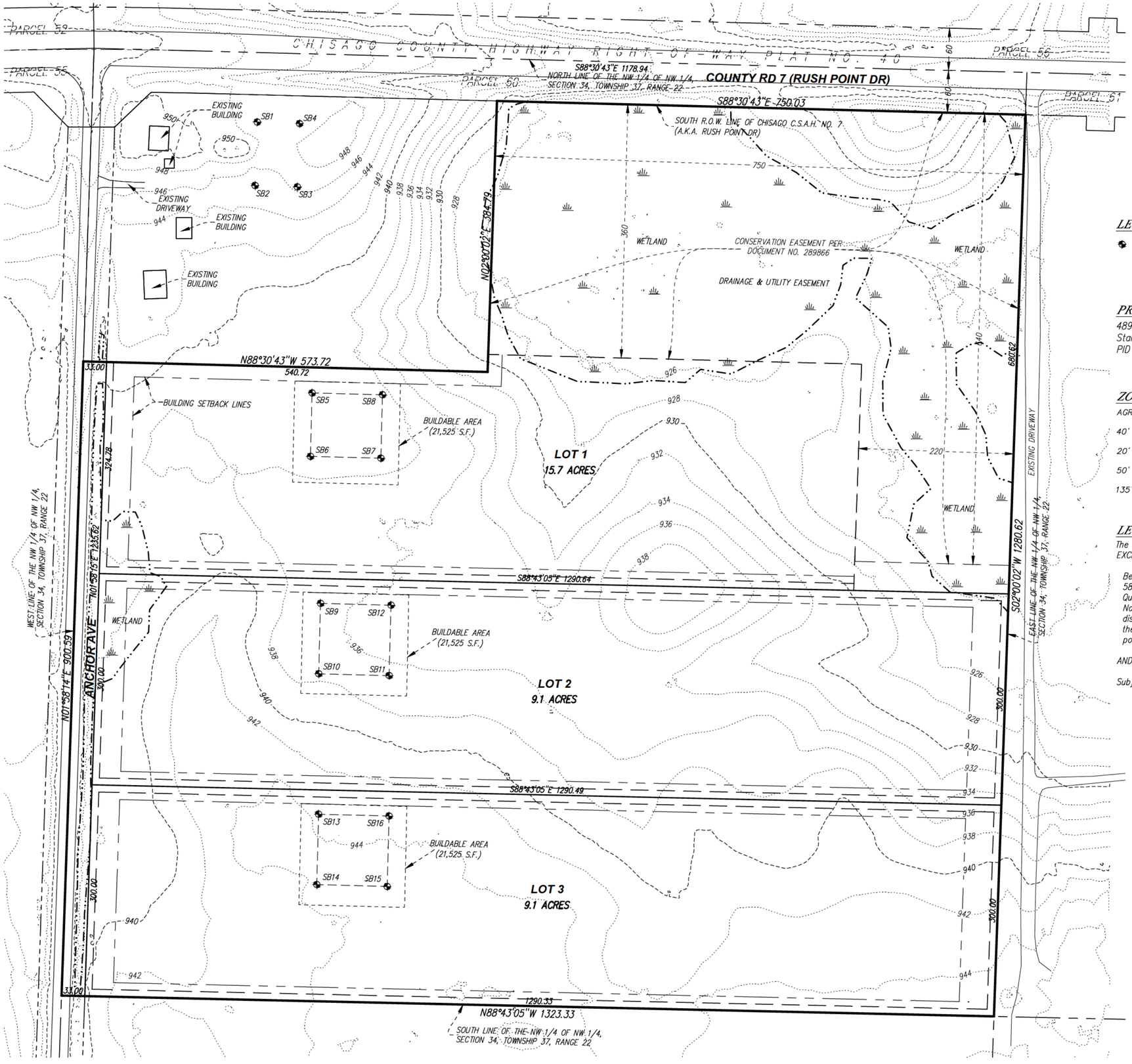
Steve Zodrow

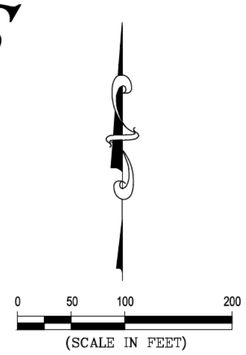
Signature of Applicant

2-21-23
Date

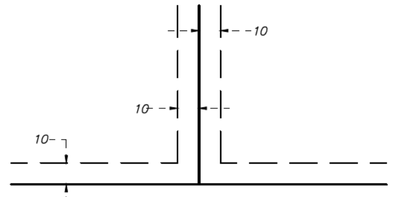
Preliminary Plat of
ZACKARY MEADOWS

COUNTY OF CHISAGO
NESSEL TOWNSHIP
SEC. 34, T. 37, R. 22





DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

LEGEND

- *DENOTES EXISTING SOIL BORING (SHOWN PER MAP PROVIDED BY JOSH PUTT)*

LOT AREAS

Lot 1 – 15.7 Acres
Lot 2 – 9.1 Acres
Lot 3 – 9.1 Acres

PROPERTY INFORMATION

48965 Anchor Ave
Stanchfield, MN 55080
PID 06.00702.00

FLOOD ZONE

THIS SITE IS INCLUDED ON FLOOD INSURANCE RATE MAP–COMMUNITY PANEL NUMBER 27025C0040D. THE SUBJECT PROPERTY IS WITHIN FLOOD ZONE 'X'.

ZONING

AGRICULTURAL ZONING DISTRICT

40' Front Setback From Township Road Right of Way

20' Side Setback (Dwelling & Attached Garage)

50' Rear Setback

135' from Centerline of County Roads

NOTE REGARDING WETLANDS

The Wetlands shown hereon were delineated by Curt Kleist, PWS, CWD, with CK Wetland Services.

NOTE

BORING AND EXISTING SEPTIC LOCATION SHOWN PER MAP PROVIDED BY JOSH PUTT.

LEGAL DESCRIPTION

The Northwest Quarter of the Northwest Quarter of Section 34, Township 37, Range 22, Chisago County Minnesota EXCEPTING THEREFROM the following described parcel.

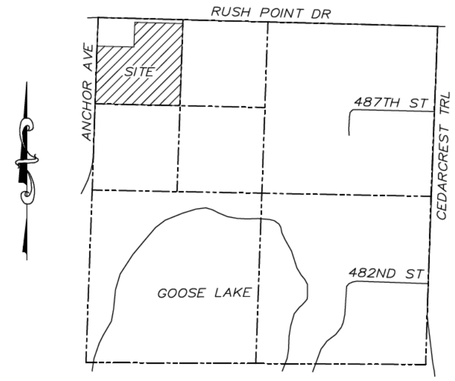
Beginning at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 01 degrees 58 minutes 14 seconds West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 444.79 feet; thence east and parallel to the north line of said Northwest Quarter of the Northwest Quarter, a distance of 573.72 feet; thence North 02 degrees 00 minutes 02 seconds East, a distance of 444.79 feet, more or less, to the north line of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 30 minutes 43 seconds West, along said north line, a distance of 573.95 feet to said point of beginning and there terminating.

AND ALSO EXCEPTING THEREFROM Parcel 60 of Chisago County Highway Right of Way Plat No. 40.

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

VICINITY MAP

Section 34, T.37, R.22, Chisago County
"No Scale"



COPYRIGHT 2022 BY LHB, INC. ALL RIGHTS RESERVED.

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

Print Name: Kyle J. Roddy License # 42627

Signature: Date: 1/19/2023

LHB
324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com

06890A

WR-01038-05 (04/94) EASEMENT I.D. # 13-01-93-01

PERPETUAL CONSERVATION EASEMENT
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES

This Conservation EASEMENT is made this 22nd day of August 19 96, between Fred W. Pals, Jr. and Martha L. Pals, husband and wife

hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the "Board".

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (RIM) and the PERMANENT WETLAND PRESERVES LAW (PWP) Minn. Stat. Sec. 103F.501 TO 103f.531., along with Section 84.95 and the WETLAND CONSERVATION ACT of 1991, authorize the Board to acquire conservation easements on eligible lands; AND

28966

WHEREAS the Board is authorized to establish conservation practices to protect soil and water quality and to enhance fish and wildlife habitat on conservation easements; AND

WHEREAS, the Grantors are the owners of eligible marginal lands, and/or drained or existing wetlands and/or cropland adjacent to these lands, and desire to convey such lands as a perpetual PWP conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of Two Thousand Eight Hundred Fifty-one and 16/100 DOLLARS ($2,851.16), do hereby grant, convey and warrant to the Board, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth in Minn. Stat. Sec. 103F.501 et. seq. and all rules adopted thereto, over and upon the following described land situated in the County of Chisago State of Minnesota, to-wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.

The easement covers only that portion of the parcel delineated as the "easement area" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 8.6 acres, of which No acres are not monetarily compensated by the State but are subject to the terms of the easement. The easement area is subject to all prior easements, roadways, and mineral rights of record.

NO RIGHTS ARE GRANTED TO THE GENERAL PUBLIC FOR ACCESS TO OR ENTRY UPON THE LANDS DESCRIBED HEREIN.

FURTHER, THE GRANTORS REPRESENT AND WARRANT THAT THERE ARE NO HAZARDOUS SUBSTANCES, POLLUTANTS OR CONTAMINANTS IN OR ON THE EASEMENT AREA, AND THAT THE GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL NOT PLACE ANY TOXIC OR HAZARDOUS SUBSTANCES, POLLUTANTS OR CONTAMINANTS IN OR ON THE EASEMENT AREA.

FURTHER THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT THAT THEY:

1. Shall establish and maintain vegetative cover on the easement area, including any necessary replanting thereof, and other conservation practices, including any necessary maintenance or repair of any structures, in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the Board. Any amendments to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the Board.

2. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the conservation easement area that are necessary to establish and manage wetland practices identified in the conservation plan. Water levels will be managed and controlled only by the Board or its agents, which may include the SWCD or Department of Natural Resources.

3. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the Board and all necessary governmental permits.

4. Shall not produce agricultural crops on the easement area, except with the prior written approval authorization of the Board for wildlife or timber stand management purposes.

5. Shall not graze livestock on the easement area.

6. Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the easement area, except as provided in the Conservation Plan.

7. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.

8. Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as described in the Conservation Plan, without the prior written approval of the Board.

9. Shall restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.

10. Shall notify the Board in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.

11. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.

12. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this easement.

13. Shall allow authorized agents of the Board to enter upon the easement area for the purpose of inspection and enforcement of this easement, together with the right to ingress and egress to the easement area from a public road. Established access routes shall be used whenever practical.

14. Other provisions:

FURTHER, This easement shall run with the land and shall be binding upon the Grantors, their heirs, successors and assigns.

FURTHER, this Easement shall be enforceable by the Board as provided in Minn. Stat. Sec. 103F.515, Subd. 9 , and/or by such other relief as may be authorized by law. Any ambiguities in this easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, THE GRANTORS OF A RIM CONSERVATION EASEMENT, FOR THEMSELVES, COVENANT that they shall not convert to agricultural crop production or pasture any other land, owned or leased as part of the same farm operation at the time of application, if said land supports natural vegetation or has not been used in agricultural crop production.

IN WITNESS WHEREOF, the Grantors have caused this Conservation Easement to be duly executed.

Fred W. Pals, Jr. — Martha L. Pals

289866

ACKNOWLEDGEMENT BY GRANTORS

STATE OF Minnesota)

COUNTY OF Chisago)

The foregoing instrument was acknowledged before me this 22 day of August 19 96,

by Fred W. Pals, Jr. and Martha L. Pals, husband and wife.

(Notary Stamp or Seal)

JULIE A. DENIO
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2000

Notary Public Signature Julie A. DeNio

Commission expires on January 31, 2000

County Recorder Use Only

This instrument was drafted by:
Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA
COUNTY OF CHISAGO

This is to certify that this instrument was filed in this office on the 4th day of Nov. 19 96 A.D. at 1:20 o'clock P M. and was recorded as Microfilm No. 289866

Eleanor Shneider
County Recorder

By E. J. Tebo Dep.

WC Recd. ___

1950

Ret To Edward Beda
1371 Liberty St
Anna, MN 55051

Easement Number 13-01-93-03

289866

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

The north 420 feet of the east 750 feet of that part of the NW1/4 of the NW1/4 lying south of the County Road 7 right-of-way;
That part of the east 220 feet of the north 700 feet of the NW1/4 of the NW1/4 lying south of the County Road 7 right-of-way and south of the north 420 feet thereof;
All located in Section 34, T.37 N.,R.22 W.

WR-01012-03 (12/93)

Easement I.D. No: 13-01-93-03

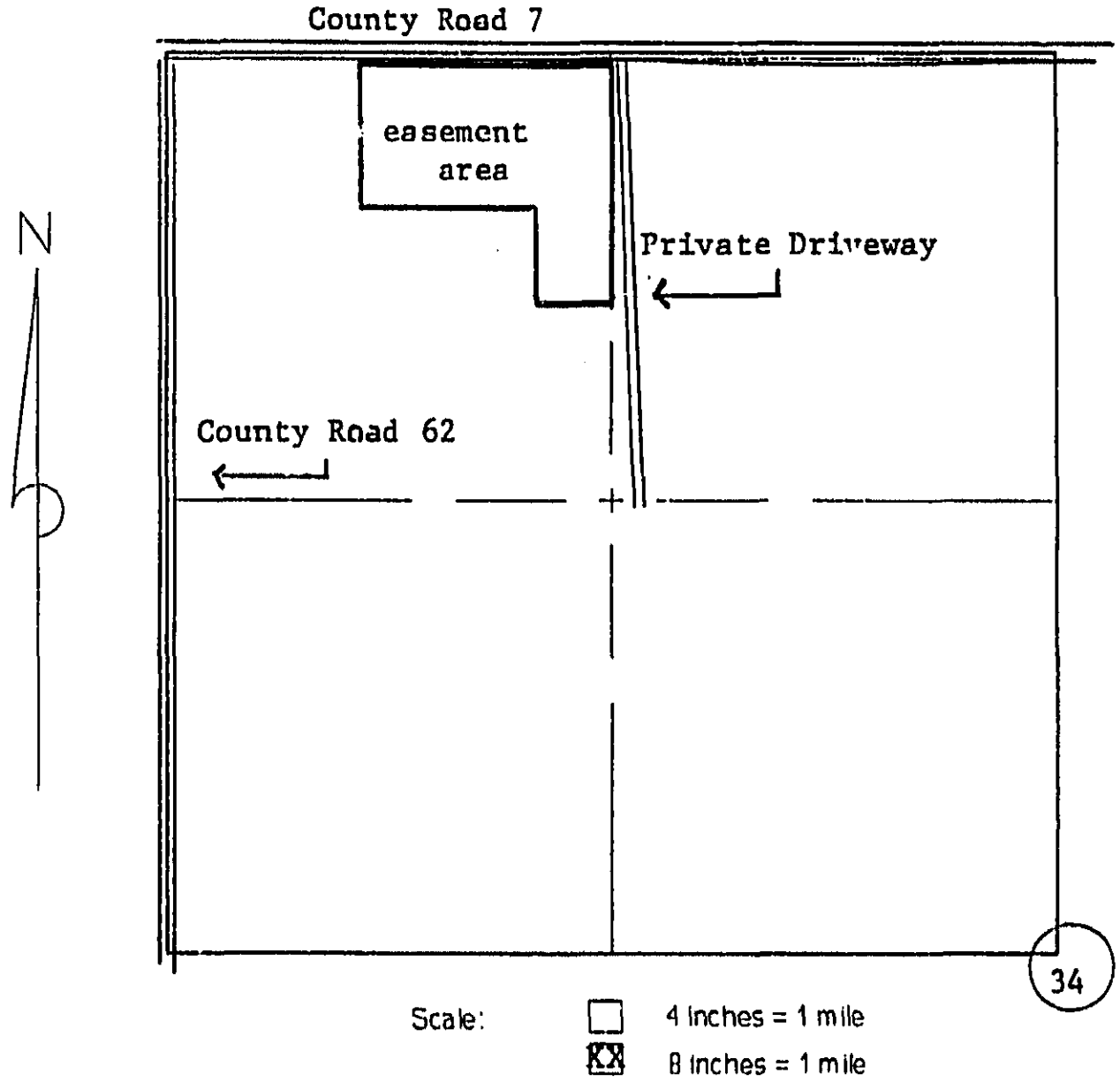
Map 1 of 1

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

289965

This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 34, T. 37 N., R. 22 W., CHISAGO County



Scale: 4 inches = 1 mile
8 inches = 1 mile

LEGEND

Center of Section

Boundary of Described Lands

Easement Area — Lands Included in Easement

Lands Not Included in Easement

Prepared By:

Jodi Blesener

Dated:

12/21/95

For County Recorder Use Only:

Sunrise Homes Inc. - Aerial Photo

Sunrise Homes, Inc. – Property owner Sunrise Homes, Inc., represented by Vincent Charles, is requesting approval of the Preliminary Plat of Zackary Meadows, involving the creation of three lots from a 33.91± acre tract in the Agricultural (AG) District. The property is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Ave, Nessel Township, S34, T37, R22 (PID# 06.00702.10).

Sunrise Homes Inc. Property -

Nessel Township
S34, T37, R22
PID # 06.00702.10



Sunrise Homes Inc. - Aerial Photo

Sunrise Homes, Inc. – Property owner Sunrise Homes, Inc., represented by Vincent Charles, is requesting approval of the Preliminary Plat of Zackary Meadows, involving the creation of three lots from a 33.91± acre tract in the Agricultural (AG) District. The property is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Ave, Nessel Township, S34, T37, R22 (PID# 06.00702.10).

Sunrise Homes Inc. Property -

Nessel Township
S34, T37, R22
PID # 06.00702.10



RESOLUTION NO. PC2023-0402

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF ZACKARY MEADOWS

WHEREAS, property owner Sunrise Homes, Inc. submitted an application dated received February 21, 2023 and considered complete on March 1, 2023 for the Preliminary Plat of Zackary meadows; and

WHEREAS, the property owner desires to create three buildable parcels from the 33.91± acre subject site; and

WHEREAS, the subject site is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Avenue in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00702.10

The Northwest Quarter of the Northwest Quarter of Section 34, Township 37, Range 22, Chisago County Minnesota EXCEPTING THEREFROM the following described parcel.

Beginning at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 01 degrees 58 minutes 14 seconds West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 444.79 feet; thence east and parallel to the north line of said Northwest Quarter of the Northwest Quarter, a distance of 573.72 feet; thence North 02 degrees 00 minutes 02 seconds East, a distance of 444.79 feet, more or less, to the north line of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 30 minutes 43 seconds West, along said north line, a distance of 573.95 feet to said point of beginning and there terminating.

AND ALSO EXCEPTING THEREFROM Parcel 60 of Chisago County Highway Right of Way Plat No. 40.

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

WHEREAS, notice was provided and on April 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

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

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

1. The Preliminary Plat of Zackary Meadows is approved per plat drawing dated signed January 19, 2023. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The existing State of Minnesota Reinvest in Minnesota perpetual conservation easement, recorded as Document No. 289866, shall be situated on no more than one lot and there shall be no modifications to the layout of the easement area.
4. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
5. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).
6. The County shall verify soils / the soils report when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
7. The County shall verify the wetland delineation when ground conditions allow and verification must be completed prior to submission of request for Final Plat.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
9. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 6th day of April, 2023.

Chris DuBose	_____	Dave Whitney	_____
Eric Leivian	_____	Jolene Wille	_____
Jim McCarthy	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** **11**
Title of Item for Consideration: Maxwell Kleven and Allison Kleven 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: None.	

Background: Property owners Maxwell Kleven and Allison Kleven are requesting an Interim Use Permit (IUP) to allow a accessory structure (pole building) with sanitary facilities on their 13.26 +/- acre property without the presence of a principal structure. The subject property is located at 43xxx Ferry Road, Sunrise Township, (PID #09.00035.10).

At their meeting of April 6, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (6-1) of the Interim Use Permit with conditions, per Resolution No. PC2023-0403. 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, April 29, 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 Maxwell and Allison Kleven Interim Use Permit (IUP) to allow an 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 Maxwell and Allison Kleven Interim Use Permit (IUP) to allow an accessory structure with sanitary facilities on their 13.26-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is located at 43xxx Ferry Road, Sunrise Township, (PID #09.00035.10)"
Implications of Action – Recommended Board action grants approval of the Interim Use Permit and allows construction of the building, 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 C EB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0419-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE AND SANITARY FACILITIES WITHIN SAID ACCESSORY STRUCTURE ON PROPERTY IDENTIFIED AS PID 09.00035.10 IN SUNRISE TOWNSHIP

WHEREAS, property owners Maxwell Kleven and Allison Kleven submitted an application dated received and considered complete on February 28, 2023 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure and sanitary facilities within said accessory structure on property located at 41xxx Ferry Road in Sunrise Township; and

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

WHEREAS, the subject site is 13.26± acres in size and legally described as:

PID 09.00035.10

That part of the Northeast Quarter of the Northeast Quarter, Section 5, Township 35 North, Range 20 West, Chisago County, Minnesota, described as follows: Commencing at the northeast corner of said Section 5; thence 180 degrees 00 minutes 00 seconds, assumed azimuth from North, along the east line of said Section 5, a distance of 769.80 feet to the point of beginning; thence 272 degrees 29 minutes 00 seconds, 746.27 feet; thence southerly, to a point on the south line of said Northeast Quarter of the Northeast Quarter, distant 749.66 feet westerly of the southeast corner thereof; thence easterly, along said south line, a distance of 749.66 feet to said southeast corner; thence 0 degrees 00 minutes 00 seconds along the east line of said Section 5 to the point of beginning, Chisago County, Minnesota.

WHEREAS, notice was provided and on April 6, 2023 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 Interim Use Permit with conditions per Resolution No. PC2023-0403; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its April 19, 2023 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) 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.*

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

Finding #2 *Being that the proposed use is intended solely for residential purposes, 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.*

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 Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects 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 and for sanitary facilities within such accessory structures 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 use and storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with traffic associated with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority – being Sunrise Township – has not communicated 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 and sanitary facilities contained within 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 use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general accordance with the site plan dated received February 28, 2023 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. This approval allows for sanitary facilities (toilet and sink only) within the accessory structure. The sanitary facilities shall be connected to a lawful compliant septic tank and/or system.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving 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. 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: April 19, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

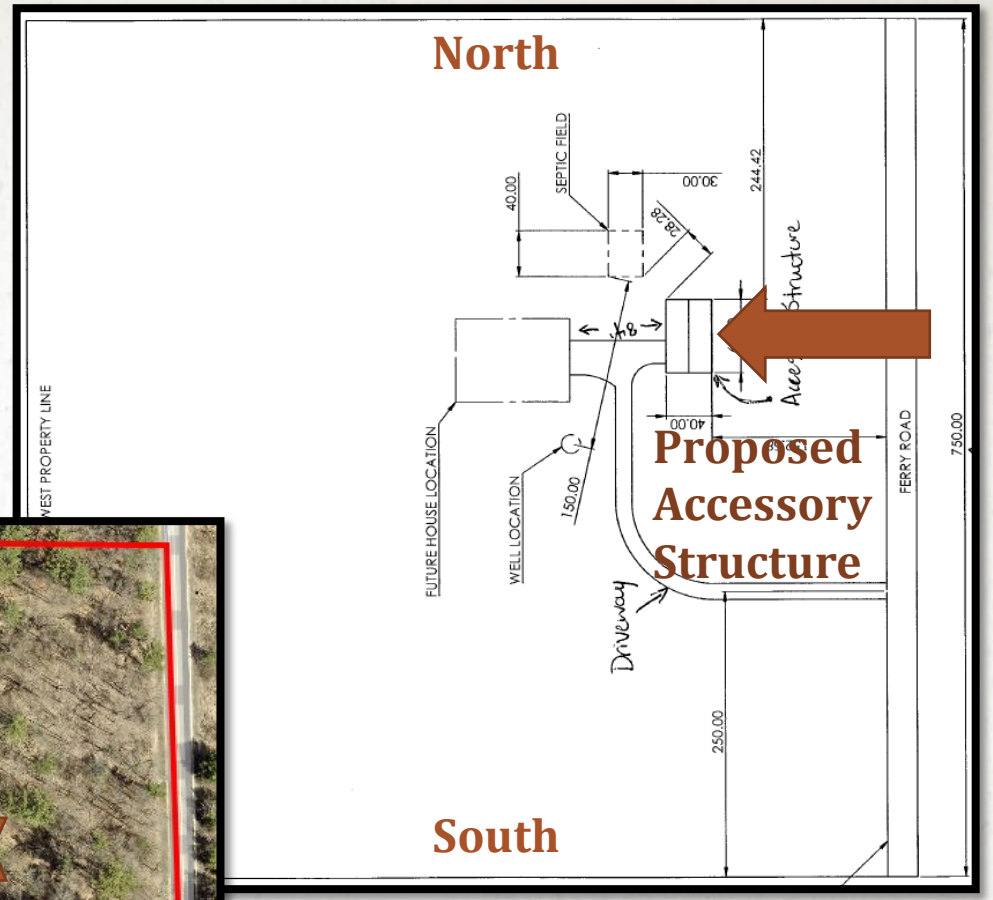
INTERIM USE PERMIT FOR AN ACCESSORY STRUCTURE AND SANITARY FACILITIES

Maxwell & Allison Kleven
41xxx Ferry road
Sunrise Township
PID 09.00035.10

SITE & PROPOSAL ANALYSIS

- 13.26-acre property
- Zoned Agricultural (AG) District
- Property is currently undeveloped
- 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 40’ x 64’ (2,560 sf)
- Proposed accessory structure will be approximately 152’ from roadway (Ferry Road) / east property boundary, more than 500’ from west property boundary, more than 240’ from north property boundary, and more than 400’ from south property boundary. All proposed setbacks exceed minimum requirements.





REVIEW PROCESS



Technical Review Committee

March 8, 2023

- No issues or concerns identified



Sunrise Town Board

March 23, 2023

- Recommended approval *"for a period of 12 months with the condition that the water and septic are not installed until the building permit for the house is issued"*.
- County staff strongly cautions the County against conditioning approval as recommended by the Town Board.



Review Period

- 60-day review period expires April 29, 2023

STAFF RECOMMENDATION

Staff believes that the proposed Interim Use Permit (IUP) complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval** of the IUP with conditions.

Recommended Condition(s):

1. This approval allows for a singular accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general accordance with the site plan dated received February 28, 2023 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. This approval allows for sanitary facilities (toilet and sink only) within the accessory structure. The sanitary facilities shall be connected to a lawful compliant septic tank and/or system.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure unless.
4. Any change to the approved accessory structure involving 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. 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 review period expires on April 29, 2023. Being that the review period will expire before the next regularly scheduled Planning Commission meeting, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0403, a resolution recommending approval of an Interim Use Permit allowing an accessory structure and sanitary facilities within said accessory structure on property identified as PID 09.00035.10 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 Accessory Structure and Sanitary Facilities
41xxx Ferry Road, Sunrise Township
DATE: April 6, 2023

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 use and storage without the presence of a principal use structure and allowing sanitary facilities within said accessory structure.

SITE & APPLICATION INFORMATION

Applicant(s):	Maxwell & Allison Kleven
Property Owner(s):	Maxwell & Allison Kleven
Location:	41xxx Ferry Road Sunrise Township Section 5, Township 35, Range 20
PID:	09.00035.10
Property Area:	13.26± 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:	February 28, 2023
Date Application Complete:	February 28, 2023
60-Day Review Period:	April 29, 2023



BACKGROUND

Property owners Maxwell & Allison Kleven have applied for an Interim Use Permit (IUP) to allow an accessory structure (pole building) on their 13.26± acre property without the presence of a principal use structure, such as a dwelling. Additionally, the Klevens are requesting approval for sanitary facilities within the accessory structure. The property owners' application and written narrative explain that they intend to construct a dwelling on the subject site in approximately two years; however, without a definite timeline for construction of the dwelling, the Klevens are requesting the IUP under the provisions of Zoning Ordinance Section 4.08.1 Accessory Structures and Uses in A, AP, and PAT Districts, A. 3. and F.

Zoning Ordinance Section 4.08.1, 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. Section 4.08.1, F. allows sanitary facilities within an accessory structure prior to the construction of the principal structure.

SITE & PROPOSAL ANALYSIS

The 13.26± acre subject site is located on Ferry Road in Sunrise Township, approximately 1/3 mile north of the intersection of CSAH 9 and Ferry Road. Topography of the site includes fairly level elevations ranging from 830' in the southeast corner to 839' in the northwest corner and heavy forestation. The property owners have reported that the site includes old growth white pines and their goal is to preserve as much of the old growth as possible. The site plan shows that the proposed location of the accessory structure is approximately 152' from the eastern property boundary (adjacent to Ferry Road) and more than 240' from the next closest property boundary.

The subject site is located in the AG District and is entirely surrounded by properties in the AG District, as well as properties in the Rural Residential I (RRI) District to the southwest. Properties in the general area range widely in size from 5 acres to nearly 100 acres, with the majority of properties having been developed for residential purposes or remaining undeveloped. Wild River State Park is located as close as 775' to the north, and the historic village of Sunrise is located approximately ¼ mile south.

The application materials indicate that the proposed accessory structure will be 40' x 64' (2,560 sf). The attached site plan shows that the structure will be situated more approximately 152' from the eastern property boundary / Ferry Road (township road), more than 240' from the northern property boundary and more than 400' from the southern property boundary (side yards), and more than 500' from the western property boundary (rear yard). The minimum setback requirements are 40' from township road right-of-way or 73' from centerline of township road, 20' from side yards and 50' from the rear yard, which means that the proposed location far exceeds all setback requirements.

The Klevens' IUP request includes allowance for sanitary facilities within the accessory structure. The attached site plan indicates that a septic system will be installed slightly northwest of the accessory structure; however, the property owners have not yet solidified their septic plans. As discussed at the March 8, 2023 Technical Review Committee meeting, the property owners have the option of installing a full septic system or, if they prefer, a holding tank until such time that the dwelling is constructed (a full septic system would be required for the dwelling). The site plan indicates that a well is proposed to be located slightly southwest of the accessory structure.

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with Maxwell & Allison Kleven on March 8, 2023. The Klevens confirmed that the proposed accessory structure will hold personal items (it will not be used for commercial purposes) and sanitary facilities will be limited to a toilet and sink. The group discussed septic options and building plans for the future dwelling, but the Committee did not identify any concerns with the IUP request.

The Sunrise Town Board considered the proposed IUP at its March 23, 2023 meeting and recommended approval "for a period of 12 months with the condition that the water and septic are not installed until the building permit for the house is issued". Staff notes that the property owners have applied for this IUP under the provisions of Zoning Ordinance Sections 4.08.1, A. 3. and 4.08.1, F. Section 4.08.1, A. 3. allows for a singular accessory structure on parcels 10 acres or larger <u>without</u> the presence of a principal use structure. This means that the property owners would not be required to ever construct a dwelling if they so choose. Given that the County allows accessory structures without the requirement of a

principal use structure (dwelling) and the fact that the property owners would be making a significant investment in the proposed accessory structure, staff strongly cautions the County against approving the IUP for a limited, 12-month period. Further, Section 4.08.1, F. allows sanitary facilities within an accessory structure prior to the construction of a principal use structure with approval of an IUP. Given that the County allows sanitary facilities with approval of an IUP and – in this case – allows the singular accessory structure without requiring a principal use structure (dwelling), staff strongly cautions the County against conditioning approval of sanitary facilities within the accessory structure in conjunction with a future dwelling.

The application was submitted and deemed complete on February 28, 2023. The State mandated 60-day review period expires on April 29, 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;

Finding #1 *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.*

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

Finding #2 *Being that the proposed use is intended solely for residential purposes, 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.*

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 Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects 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 and for sanitary facilities within such accessory structures 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 use and storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with traffic associated with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority – being Sunrise Township – has not communicated 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 and sanitary facilities contained within will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. This approval allows for a singular accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general accordance with the site plan dated received February 28, 2023 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. This approval allows for sanitary facilities (toilet and sink only) within the accessory structure. The sanitary facilities shall be connected to a lawful compliant septic tank and/or system.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure unless.
4. Any change to the approved accessory structure involving 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. 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 April 29, 2023. Being that the review period will expire before the next regularly scheduled Planning Commission meeting, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0403, a resolution recommending approval of an Interim Use Permit allowing an accessory structure and sanitary facilities within said accessory structure on property identified as PID 09.00035.10 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
    a. Application
    b. Written narrative
    c. Site plan
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2023-0403

CC: Maxwell & Allison Kleven, property owners
County file

Recording Fee 46.00

Base Fee 525.00

Wetland or Septic Fees _____

Plat Compliance Fee _____

TOTAL FEE 571.00

Permit # 2023-146

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Street Location 416XX Ferry Road Harris, MN 55032 **Tax Parcel #** 09.00035.10

Legal Description _____ **E-Mail Address:** [redacted]

Owner: Maxwell & Allison Kleven **Day Phone** [redacted]

Address 36150 Falcon Avenue, North Branch, MN 55056 S5, T35, R20

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

Address _____

Type of Request:

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

Applicable section of ordinance: Section 4.08.1, A. 3. + F.

Description of request: We are requesting to build a single accessory structure (pole barn) without a principal structure at this time. We will be building a principal structure (house) at a later date. This accessory structure will have a toilet and sink.

If Variance Application, Brief Description of Practical Difficulty _____

Allison Kleven 2/28/23

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.

2-28-23

Date Received

2-28-23

Date Complete

4-29-23

(60) / 120 Day Review Period

Date of Public Hearing: Planning Commission 4-6-23

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

TOWNSHIP PRESENTATION FORM

Street Location 416XX Ferry Road Harris, MN 55032

Legal Description _____

Owner Name Maxwell & Allison Kleven **Day Phone:** [redacted]

Address: 36150 Falcon Avenue, North Branch, MN 55056

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

Address: _____

Type of Request:

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

Description of Request: We are requesting to build a single accessory structure (pole barn) without a principal structure at this time. We will be building a principal structure (house) at a later date. This accessory structure will have a toilet and sink.

Date of County Public Hearing: Thurs 4-6-23

Date of Township Presentation: Board Thurs 3-16-23 7 + 23

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

* Motion by Carl Peter "Pete" Johnson, second by Dan Kaiser to accept the Sunrise Planning Commission Re Recommendations as: to approve the IUP for a period of 12 months with the condition that the water and septic are not installed until the building permit for the house is issued.

Signature of Township Officers:

Allison Kleven

Carl Peter Johnson

Daniel Kaiser

Allison Kleven 2/28/23

Signature of Applicant **Date**

Detailed Written Narrative

Maxwell & Allison Kleven

2/28/23

We are requesting to build a single accessory structure (pole barn) without a principal structure at this time. The pole barn will be 40' wide, and 64' long. The accessory structure will have a toilet and sink. We will also plan on drilling a well and installing a sewage tank and drain field.

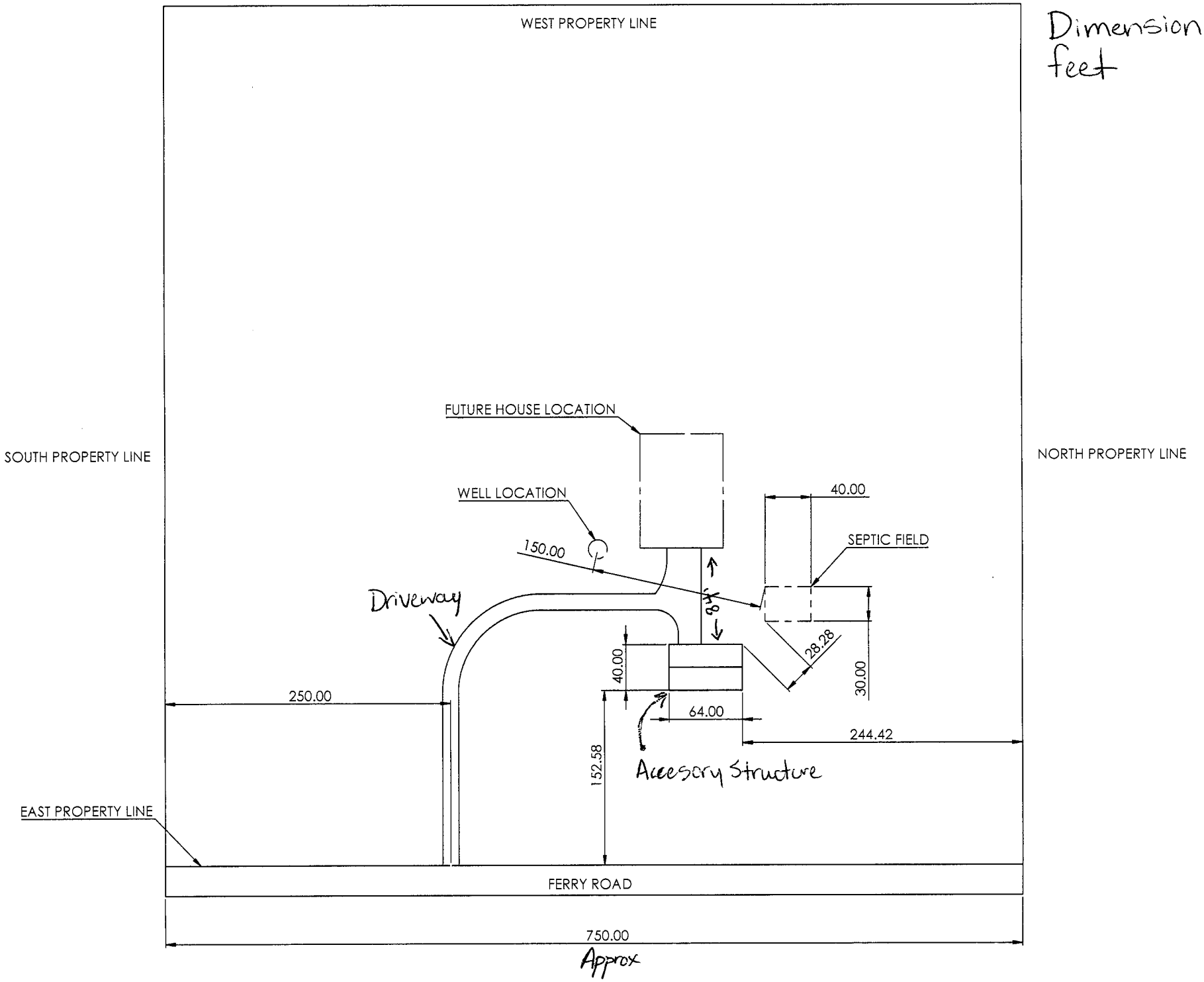
We plan to start building our home in approximately 2 years.

We are building the accessory structure prior to the principal structure for the following reasons.

1. We are planning on building a timber frame home. This will require a lot of labor, throughout all seasons, and we'd love to be able to work indoors.
2. With building our home we will need a place to store equipment and materials securely.
3. The bathroom will be added purely out of convenience, as we do not have a bathroom anywhere nearby.

Sincerely,

Maxwell & Allison Kleven


Dimension in feet
WEST PROPERTY LINE
SOUTH PROPERTY LINE
NORTH PROPERTY LINE
EAST PROPERTY LINE
FUTURE HOUSE LOCATION
WELL LOCATION
150.00
Driveway
40.00
SEPTIC FIELD
28.28
30.00
40.00
64.00
244.42
250.00
152.58
Accesory Structure
FERRY ROAD
750.00
Approx

Kleven - Aerial Photo

Maxwell & Allison Kleven – Property owners Maxwell & Allison Kleven are requesting an Interim Use Permit (IUP) allowing an accessory structure without the presence of a principal use structure and allowing sanitary facilities within the accessory structure on 13.26± acres in the Agricultural (AG) District. The property is located at 41XXX Ferry Road, approximately 1/3 mile north of the intersection of CSAH 9 and Ferry Road, in Sunrise Township, S5, T35, R20 (PID# 09.00035.10).

Maxwell & Allison Kleven Property -

Sunrise Township
S5, T35, R20
PID # 09.00035.10

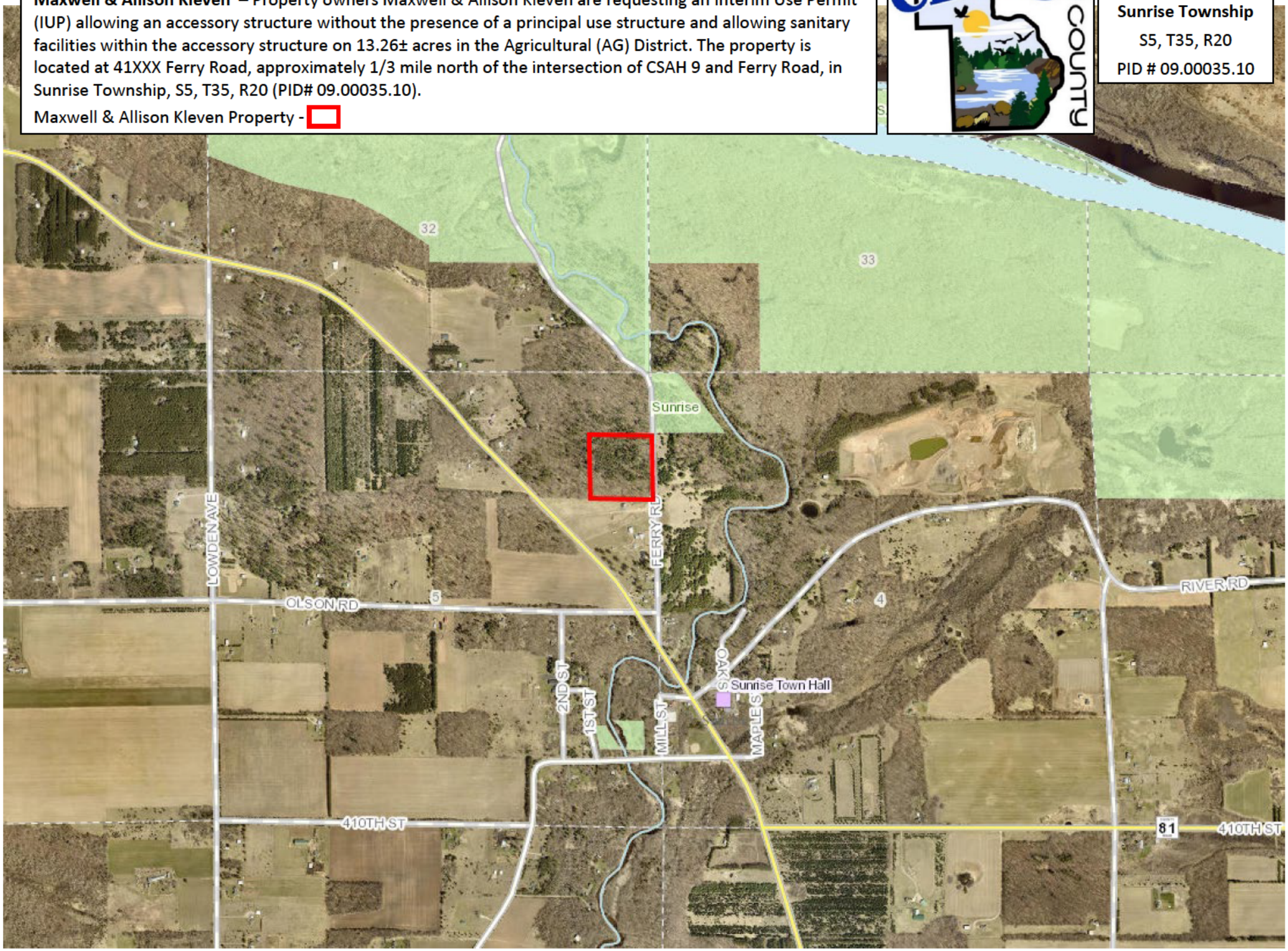


Kleven - Aerial Photo

Maxwell & Allison Kleven – Property owners Maxwell & Allison Kleven are requesting an Interim Use Permit (IUP) allowing an accessory structure without the presence of a principal use structure and allowing sanitary facilities within the accessory structure on 13.26± acres in the Agricultural (AG) District. The property is located at 41XXX Ferry Road, approximately 1/3 mile north of the intersection of CSAH 9 and Ferry Road, in Sunrise Township, S5, T35, R20 (PID# 09.00035.10).

Maxwell & Allison Kleven Property -

Sunrise Township
S5, T35, R20
PID # 09.00035.10



RESOLUTION NO. PC2023-0403

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE AND SANITARY FACILITIES WITHIN SAID ACCESSORY STRUCTURE ON PROPERTY IDENTIFIED AS PID 09.00035.10 IN SUNRISE TOWNSHIP

WHEREAS, property owners Maxwell Kleven and Allison Kleven submitted an application dated received and considered complete on February 28, 2023 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure and sanitary facilities within said accessory structure on property located at 41xxx Ferry Road in Sunrise Township; and

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

WHEREAS, the subject site is 13.26± acres in size and legally described as:

PID 09.00035.10

That part of the Northeast Quarter of the Northeast Quarter, Section 5, Township 35 North, Range 20 West, Chisago County, Minnesota, described as follows: Commencing at the northeast corner of said Section 5; thence 180 degrees 00 minutes 00 seconds, assumed azimuth from North, along the east line of said Section 5, a distance of 769.80 feet to the point of beginning; thence 272 degrees 29 minutes 00 seconds, 746.27 feet; thence southerly, to a point on the south line of said Northeast Quarter of the Northeast Quarter, distant 749.66 feet westerly of the southeast corner thereof; thence easterly, along said south line, a distance of 749.66 feet to said southeast corner; thence 0 degrees 00 minutes 00 seconds along the east line of said Section 5 to the point of beginning, Chisago County, Minnesota.

WHEREAS, notice was provided and on April 6, 2023 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) 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.*

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

Finding #2 *Being that the proposed use is intended solely for residential purposes, 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.*

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 Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects 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 and for sanitary facilities within such accessory structures 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 use and storage in conjunction with residential development. The County finds that the accessory structure will create minimal traffic – consistent with traffic associated with a single family dwelling – and will not cause traffic hazard or congestion. Further, the road authority – being Sunrise Township – has not communicated 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 and sanitary facilities contained within 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 use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general accordance with the site plan dated received February 28, 2023 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. This approval allows for sanitary facilities (toilet and sink only) within the accessory structure. The sanitary facilities shall be connected to a lawful compliant septic tank and/or system.
3. No overnight or residential living quarters / use shall be allowed in the accessory structure.
4. Any change to the approved accessory structure involving 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. 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 6th day of April, 2023.

Chris DuBose	_____	Dave Whitney	_____
Eric Leivian	_____	Jolene Wille	_____
Jim McCarthy	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: June 15, 2022	***Item Number:*** **12**

Title of Item for Consideration: Jim Goodpaster & Sherry Timmermann Goodpaster / Jim & Sher Investments LLC Conditional Use Permit - Rural Retail Tourism District

Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: At their meeting of June 2, 2022, the Planning Commission conducted the requisite public hearing and voted (4-3) to adopt Resolution PC2022-0601 recommending approval of the request. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation was presented for Board consideration on June 15, 2022, but the application was subsequently denied by the Board. The applicants appealed the decision to the State of Minnesota Court of Appeals.

Background: Jim Goodpaster & Sherry Timmermann Goodpaster, applicants and owners of Jim & Sher Investments LLC, applied for a Conditional Use Permit (CUP) for Rural Retail Tourism to open and operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township, Parcel # 08.00251.35.

Pursuant to the attached April 10, 2023, Sate of Minnesota Court of Appeals A22-0982 Opinion in the Matter of the Application of Jim Goodpaster and Sherry Timmermann Goodpaster for a Conditional Use Permit, the denial of this matter has been reversed and remanded back to the County Board with instructions to grant the CUP with the 17 recommended conditions of the Planning Commission.

MCIT assigned Attorney Jason Kuboushek delivered the Court of Appeals Opinion to staff summarizing that the Court found the Board's reasons for denial were not supported by the facts in the record and that Board failed to articulate any reason why the 17 conditions proposed by the Planning Commission would not address the public's concerns. Attorney Kuboushek recommends the County Board approve the CUP with the 17 conditions and notes based on the Court of Appeals Opinion that the County Board has no authority to modify, add or delete any conditions.

A resolution of the County Board of Commissioners consistent with that of the Courts reversal and remand for approval with the 17 conditions is attached for consideration.

***Attachments*:**

- Draft Resolution of Approval
- State of Minnesota Court of Appeals A22-0982 Opinion

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Jim Goodpaster & Sherry Timmermann Goodpaster/ Jim & Sher Investments LLC, Rural Retail Tourism Conditional Use Permit (CUP). The following is the suggested language for the motion:

"Move to Approve Resolution No. 23/0519____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving a Conditional Use Permit (CUP) for Rural Retail Tourism to operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township, Parcel # 08.00251.35)."

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

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action is in conformity with Court of Appeals reversal and remand. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

Approve C EB	Deny _____	Other ___

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 2023-0519-____
A RESOLUTION OF THE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT
AT 32XXX UPLAND ROAD IN SHAFER TOWNSHIP

WHEREAS, Jim & Sher Investments LLC, property owner, and Jim Goodpaster & Sherry Timmermann Goodpaster, applicants, submitted an application dated received April 26, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township; and

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

WHEREAS, the subject site is 5.66 acres in size and legally described as:

PID 08.00251.35

That part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 23, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the South Quarter Corner of said Section 23; thence N84°20'19"E along the south line of said Section 23, 917.97 feet to the center line of Upland Road; thence N26°45'14"W along said center line 425.74 feet to the point of beginning; thence N63°14'46"E 609.51 feet to the east line of said SW ¼ of the SE ¼; thence N03°25'16"W along said east line 403.41 feet; thence S60°00'00"W 770.52 feet to the center line of said Upland Road; thence S26°45'14"E along said center line 326.78 feet to the point of beginning.

SUBJECT TO Upland Road Right of Way.

*wife and husband

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

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-0601; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 19, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

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

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

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*

- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed Rural Retail Tourism use will not create any demand on existing parks, schools or utilities which serve the subject site. The proposed use will create additional demand on Upland Road; however, the road authority – Shafer Township – did not provide any comment on traffic or road maintenance concerns.*

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

Finding #3 *Given the existing vegetation (trees) on the subject property along the northerly, easterly and southerly boundaries and the existing solar garden to the west, the County finds that the subject site is sufficiently separated by screening from adjacent development, so as to not cause undue negative impact, nor deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism use (winery and gathering venue) will be conducted within structures common in the Agricultural (AG) District and found to have no adverse appearance effect on adjacent properties. Further, the use will be screened by tree cover on the northerly, easterly and southerly property boundaries.*

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

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

- *Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.*
- *To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*
- *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.*

- *Provide opportunities for new economic growth through Rural Retail Tourism businesses.*
- *Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Upland Road as customers arrive and depart from the Rural Retail Tourism use (winery and gathering venue). However, the road authority – Shafer Township – was given the opportunity to review the proposed use and did not note any concerns related to traffic hazard or congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) may be a concern to nearby properties / property owners. To address potential noise concerns, the County is requiring, as conditions of this CUP, that the permittee maintain the existing vegetation along the northerly, easterly and southerly property boundaries and adhere to hours of operation ending no later than 8:00 pm on any given day.*

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

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Wednesday – Saturday 12:00 pm – 8:00 pm.
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor music. Music shall be indoors only.

6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.
15. Jim & Sher Investments LLC shall be properly registered with the State of Minnesota to do business in the state of Minnesota.
16. Local fire chief inspection and approval of drive access suitability for emergency access purposes shall be obtained prior to opening to the public.
17. Landscape screening shall be included consisting of staggered rows of 4ft. to 6 ft. tall pine trees spaced at 20 ft. intervals along the North, South, and East property perimeter

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: May 19, 2023

_____

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____

Christina Vollrath
Clerk of the Board

This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0982

In the Matter of the Application of
Jim Goodpaster and Sherry Timmermann Goodpaster
for a Conditional Use Permit.

Filed April 10, 2023
Reversed and remanded
Slieter, Judge

Chisago County Board of Commissioners
File No. PID 03.01189.00

Peter J. Frank, Christopher L. Olson, GDO Law, White Bear Lake, Minnesota (for relators Jim and Sherry Goodpaster)

Jason J. Kuboushek, Iverson Reuvers, Bloomington, Minnesota (for respondent Chisago County Board of Commissioners)

Considered and decided by Connolly, Presiding Judge; Jesson, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

SLIETER, Judge

Relators challenge the denial of a conditional use permit (CUP) to operate a winery on their agriculturally zoned property. Because respondent failed to provide legally sufficient reasons with a factual basis in the record for its stated reasons to deny the CUP, denial of the CUP was not reasonable. Therefore, we reverse with instructions to issue the CUP with the recommended conditions.

FACTS

Relators Jim Goodpaster and Sherry Timmermann Goodpaster (the Goodpasters) own, through a limited liability company, real property in Shafer Township, located within Chisago County. The property consists of 5.66 acres zoned for agricultural use and is currently planted with 400 grape vines and 25 apple and cherry trees. The northern property line is planted with evergreen saplings, and there are established trees along the eastern and southern property lines. The western edge of the property abuts Upland Road.

In April 2022, the Goodpasters applied for a CUP from Chisago County, which they must obtain to operate the proposed winery as a "Rural Retail Tourism Business" in an agriculturally zoned district. *See* Chisago County Zoning Ordinance (CCZO) § 4.15(B) (2020). The township board considered the application and recommended approval.

The Chisago County Planning Commission held a public hearing on the CUP application. County staff provided proposed findings of fact and recommended granting a CUP with 14 conditions. At the hearing, the Goodpasters presented their application and answered the planning commission's questions about the potential volume of music at the winery, the layout of the buildings, and whether the lot was large enough to accommodate their planned use. The planning commission then accepted public comments.

Four members of the public offered oral comments, all of whom opposed the CUP application. Three neighbors also submitted written comments opposing the CUP application.

After hearing the comments from the public, the planning commission added three conditions and modified several of the proposed conditions. The planning commission adopted the recommended findings and recommended that respondent Chisago County Board of Commissioners grant the CUP with the 17 conditions. The recommended conditions included limiting the hours of operation to Wednesday through Sunday, 12:00 p.m. to 8:00 p.m.; requiring all music to be indoors and all noise to comply with local noise ordinances; requiring all parking to be on the property; limiting the number of guests on the property at any one time; requiring the winery to comply with all local building and zoning ordinances; and requiring a double row of screening pine trees on the three sides of the property not facing the road.

The county board considered the CUP application with no additional public comment or information.[1] Before any discussion, a commissioner moved to deny the application because "[i]t's too small of a lot," they "were having problems with" another winery on a 20-acre lot, there were "too many neighbors in close proximity," and because of "concern[s] about blocking vegetation." The board unanimously denied the CUP application.

After the meeting, the county sent the Goodpasters an "official notification" that the county board had denied their application for a CUP. The letter identified three "findings" as a basis for the denial: (1) the lot was "too small" to accommodate the winery without causing "impactful disruption," (2) the winery was "not sufficiently compatible with" the

[1] The zoning code requires a public hearing only at the planning-commission stage. *See* CCZO § 8.04(B), (F) (2020).

residential nature of the area and "not sufficiently separated by distance from those residentially developed properties," and (3) the "appearance and intensity of the site development and site development activities" would adversely impact the neighborhood "and screening is unlikely to mitigate such adverse impacts." The Goodpasters appeal by writ of certiorari.

DECISION

"A county board's decision regarding a CUP is quasi-judicial and reviewable by writ of certiorari." *August v. Chisago County Bd. of Comm'rs*, 868 N.W.2d 741, 744 (Minn. App. 2015), *rev. denied* (Minn. Dec. 15, 2015); *see also Big Lake Ass'n v. Saint Louis County Plan. Comm'n*, 761 N.W.2d 487, 490 (Minn. 2009). Out of respect for the separation of powers, our review is limited and deferential, *see Big Lake*, 761 N.W.2d at 491, and a relator bears the burden of persuading a reviewing court that the reasons for denial of a CUP were "legally insufficient or had no factual basis in the record." *Yang v. County of Carver*, 660 N.W.2d 828, 832 (Minn. App. 2003) (citing *Hubbard Broad., Inc. v. City of Afton*, 323 N.W.2d 757, 763 (Minn. 1982)). But, "[s]ince zoning laws are a restriction on the use of private property, a landowner whose application for a conditional use permit has been denied has a lighter burden than one who challenges approval of a permit." *RDNT, LLC v. City of Bloomington*, 861 N.W.2d 71, 75 n.4 (Minn. 2015) (citing *Bd. of Supervisors of Benton Twp. v. Carver County Bd. of Comm'rs*, 225 N.W.2d 815, 819 (Minn. 1975)).

The basic standard of review for all zoning matters is the same: "whether the zoning authority's action was reasonable." *Honn v. City of Coon Rapids*, 313 N.W.2d 409, 417

(Minn. 1981). Caselaw has expressed the standard in various ways, including whether the decision is "unreasonable, arbitrary or capricious." *Id.*; *see also RDNT*, 861 N.W.2d at 75-76 (applying the unreasonable, arbitrary or capricious standard to a CUP appeal). We independently review the county board's decision "to see whether there was a reasonable basis for the decision, or whether the county acted unreasonably, arbitrarily, or capriciously." *Schwardt v. County of Watonwan*, 656 N.W.2d 383, 386 (Minn. 2003).

To determine if a county board's decision was contrary to reason, we consider whether it articulated legally sufficient reasons with a factual basis in the record. *See RDNT*, 861 N.W.2d at 75-76. In determining what constitutes a legally sufficient reason for denying a CUP, we look to the applicable zoning ordinance as an expression of the county board's policy determinations regarding what uses will promote the public health, safety, morals, or general welfare. *See Honn*, 313 N.W.2d at 417; *see also* Minn. Stat. § 394.301, subd. 1 (2022) ("Conditional uses may be approved upon a showing by an applicant that standards and criteria stated in the ordinance will be satisfied."). The county board's decision must be supported by substantial evidence, *Graham v. Itasca County Plan. Comm'n*, 601 N.W.2d 461, 467 (Minn. App. 1999), and we will not overturn a county board's decision simply because we may have come to a different conclusion. *See VanLandschoot v. City of Mendota Heights*, 336 N.W.2d 503, 509 (Minn. 1983).

Denial of a CUP is not reasonable if the evidence establishes "that all of the standards specified by the ordinance as a condition to granting the permit have been met." *See Zylka v. City of Crystal*, 167 N.W.2d 45, 49 (Minn. 1969) (stating that denial of a special-use permit which meets the requirements set by ordinance would be arbitrary); *see*

also In re Livingood, 594 N.W.2d 889, 895 (Minn. 1999) (reaffirming that denying a permit with insufficient evidence is arbitrary or capricious). Although a county board is not required to prepare formal findings of fact, it must, at a minimum, "have the reasons for its decision recorded or reduced to writing and in more than just a conclusory fashion." *Earthburners, Inc. v. County of Carlton*, 513 N.W.2d 460, 462 (Minn. 1994) (quotation omitted).

The county board articulated three reasons for denying the Goodpasters a CUP: (1) the lot was "too small to accommodate the intensive development proposal," (2) the proposed use would be incompatible with the neighborhood and was insufficiently separated from it by distance, and (3) the incompatible "appearance and intensity" of the proposed use was "unlikely" to be effectively screened from the neighborhood. The Goodpasters argue that these reasons are legally insufficient and lack support in the record and, thus, denial of the CUP was not reasonable.

The Chisago County Zoning Ordinance allows "Rural Retail Tourism Businesses" on lots zoned agricultural if the business has a demonstrable relationship to the region, is "small-scale" and "low-impact," and obtains a CUP.[2] CCZO § 4.15(B), (C) (2020). The sole issue before us is denial of the CUP. The zoning ordinance provides eight nonexclusive factors to consider before granting or denying a CUP:

> 1. The Comprehensive Plan and development policies of the County;

[2] We note that the definition of "small-scale" and "low-impact" mirrors the factors to consider when granting or denying a CUP. *Compare* CCZO § 4.15(D) (2020), *with* CCZO § 8.04(C) (2020).

> 2. The use shall 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;
> 3. The use shall 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;
> 4. The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties;
> 5. The 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;
> 6. The 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;
> 7. The use shall not cause traffic hazard or congestion; and
> 8. Existing nearby properties shall not be adversely affected by intrusion of noise, glare or general unsightliness.

CCZO § 8.04(C).

Although the county board did not reference the zoning ordinance during its meeting or cite it in the reasons it gave for denying the CUP, the planning commission's recommended findings referenced the zoning ordinance and addressed the eight listed factors.

The county board's first finding is that the lot is "too small to accommodate the intensive development proposal." The minimum lot size in an agricultural district is five acres, which the Goodpasters' 5.66-acre lot exceeds. *See* CCZO § 5.15 (2020). The county board did not indicate how this finding connected to the zoning ordinance, and we see no connection between the size of the lot and the factors for the county board to consider. This finding therefore lacks a legal basis.

The county board's second finding is that the proposed use is incompatible with the existing residential neighborhood and is "not sufficiently separated by distance from those residential properties." This finding has a legal basis in the zoning-ordinance requirement that a proposed conditional use be sufficiently compatible with existing uses or separated from them by distance or screening to prevent "undue negative impact." CCZO § 8.04(C)(3). But this finding must also have a factual basis and, if the zoning authority does not give its reasons for denying a CUP in "more than just a conclusory fashion," it "runs the risk of not having its decision sustained." *Honn*, 313 N.W.2d at 416.

During oral argument to this court, the county board's attorney identified one neighbor's concern that remained unaddressed by the recommended 17 conditions. The neighbor was concerned about increased traffic because "neighbors walk or ride [Upland R]oad for exercise, [and] use it to visit neighbors on foot." However, there is no indication from the oral comments of commissioners during the county board meeting or in the notice-of-denial sent to the Goodpasters that traffic was a basis for the county board's denial of the CUP. And, based on our independent review of the record, we can see no factual basis for the county board's conclusion which was not addressed by the recommended 17 conditions.

The county board's third finding is that the neighboring residential properties "will be adversely impacted by the appearance and intensity of the site development and site development activities and screening is unlikely to mitigate such adverse impacts." This finding has a legal basis in the zoning-ordinance requirements that incompatible uses be adequately screened, and that the "appearance" of the proposed project "will not have an

adverse effect upon adjacent properties." CCZO § 8.04(C)(3), (4). But again, there must be a factual basis for the county board's finding, and the board did not point to any factual basis to support its determination. *See Honn*, 313 N.W.2d at 416.

The one objection related to appearance expressed to the planning commission was the possible use of portable toilets. The only indication that the proposed project may include portable toilets is the statement in the Goodpasters' proposal that they "will comply [with] all requirements of the County Sanitarian," including "satellite toilets as stipulated by the County Sanitarian." There is no indication that "satellite toilets" will be required and, if they are, that they will not be adequately screened. In addition to established trees on two sides of the property, the recommended conditions require that "Landscape screening shall be included consisting of staggered rows of 4ft. to 6ft. tall pine trees" on the three sides of the property not abutting Upland Road. The planning commission added this requirement to address concerns expressed about screening. Therefore, this finding lacks factual support.

In sum, though we give great deference to the county board's zoning decisions, this appeal represents the unique circumstance where the county board failed to articulate any facts to explain why the CUP, with its 17 conditions which appear to address the public concerns, was denied. Therefore, the denial of the CUP lacks a reasonable basis. *See RDNT*, 861 N.W.2d at 75-76; *see also Zylka*, 167 N.W.2d at 50.

The usual remedy for wrongful denial of a CUP is remand to the zoning authority with instructions to issue the requested permit. *Livingood*, 594 N.W.2d at 895; *In re Stadsvold*, 754 N.W.2d 323, 332-33 (Minn. 2008). Because the only CUP considered by

the county board included the 17 recommended conditions, which address neighborhood concerns, we reverse and remand with instructions to grant the CUP with the recommended conditions.

Reversed and remanded.

Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** **13**
Title of Item for Consideration: Approval of Chisago County 2023 Hauler Recycle Yard Service Contract	
Action Requested by: Kurt Schneider, ES Director	***Department:*** Environmental Services

Previous Action on this Matter: The County Board authorized the submittal of a Greater MN Recycling Grant to the Minnesota Pollution Control Agency (MPCA) in the spring of 2021 to build a Recycling Yard in the rear of the Household Hazardous Waste Facility in North Branch. Grant pursuits were a success, and the County received a $189,073 grant award and approved a corresponding local match of $62,492 in support of the estimated $251,566 project. The corresponding Greater MN Recycling Grant award agreement was approved by the County Board on June 16, 2021

Background: The 2023 Hauler Recycle Yard Service Contract, presented to the Board authorizes the hiring of LePage & Sons, out of Bethel MN, to service this newly constructed Recycling Yard at the HHW. The yard must be up and operation by the end of the Minnesota Pollution Control Agency Grant deadline of May 31, 2023.

Three quotes were received in response to the Request for Quote (RFQ) solicitation, which was sent out to all Chisago County licensed haulers (licensing being a requirement of the RFQ), as well as being advertised on the County website. The recycling yard will be open to the public for residential single-sort curbside type material drop-off, as well as the materials the HHW generates. Service was quoted at the anticipated baseline of two 8 cubic yard covered dumpsters to be placed on site and serviced weekly.

The three quotes were as follows:

LePage and Sons……...$245.78 / month or $2949.36 per year

Waste Management of Cambridge…$356.92 / month or $4283.04 per year

Chisago Lakes Sanitation……. $526.64 / month or $6319.68 per year

***Attachment(s)*:**

- RFQ Recycle Yard Comparison
- LePage & Sons Quote
- LePage & Sons Hauler Recycle Yard Service Contract

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Chisago County 2023 Hauler Recycle Yard Service Contract. The suggested motion is as follows:

"Move to Approve the Chisago County 2023 Hauler Recycle Yard Service Contract, for recycling pick-up services at the new Recycle Yard at the Household Hazardous Waste Facility in North Branch, subject to County Attorney review and approval as to form."

Implications of Action: Approval of this Service Contract will allow the County to finalize one of the last required items per the MPCA grant agreement and will allow us to get the yard up operational so the County and start offering residential recycling drop off for county residents.

***Budget/Financial Implications*:** The annual initial cost of the contract will be $2949.36. This service is budgeted in the 14-390 SCORE Budget.

***Legal/Policy Implications*:** The County Attorney's office has reviewed and approved the attached contract and Attachments as to form.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Recycling Yard - Request for Quotes Received for Recycling Service:

Company:	Received:	Baseline Recycling Price:	Annual:	Truck:	Addendum (Trash Price:)	Alternate:
Terry's Disposal: Baseline Trash				Rearloader	$17.50 2yd	
LePage & Sons	4/7/2023	$61.44 / week for two 8 cu yd	$3194.88 / yr	Frontloader	$26.01 2yd / $33.20 4yd / wk	N/A
WM of Cambridge	4/5/2023	$89.23 / week for two 8 cu yd	$4,639.96 / yr	Frontloader	$29.95 2yd / $42.33 4yd / wk	N/A
Chisago Lakes Sanitation	4/4/2023	$131.66 / week for two 8 cu yd	$6,846.32 / yr	Rearloader	$29.60 2yd / $59.20 4 yd / wk	N/A

CHISAGO COUNTY
2023 HAULER RECYCLE YARD SERVICE
CONTRACT

This Recycling Program Contract (hereinafter Contract) is made by and between Chisago County (hereinafter County) and _LePage and Sons_____ (hereinafter Recycler), of _23602 University Ave. NW, Bethel MN 55005___.

WHEREAS, the County has the State mandated responsibility per Minnesota Statutes Section 115A.01 to provide recycling programs for the County and to achieve a recycling rate of *35%;* and,

WHEREAS, the County has the State mandated responsibility per Minnesota Statutes Section 115A.552 to offer county residents the opportunity to recycle and to have at least one drop-off facility available for residential recycling drop-off; and,

WHEREAS, the County desires to enter into a contract with the Recycler, in order to purchase services to haul the recyclables collected at the Chisago County Recycling Yard, at 39649 Grand Ave. in North Branch, to a Materials Recovery Facility; and,

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERM

This Contract shall commence May 1, 2023, and shall continue until December 31, 2025, unless earlier terminated pursuant to Article IX.I, with an option to amend this Agreement with a two-year extension beyond the termination date.

ARTICLE II. DEFINITIONS

For the purpose of this contract, the terms defined in this section have meaning given them. Further, terms not defined herein shall be given the meaning attributed in M.S. 115A.03 and the Chisago County Solid Waste Ordinance #08-2.

A. **Collection or Collects:** means the aggregation of Recyclable Materials or Solid Waste from the place at which it is generated and includes all activities up to the time the Recycling Materials and or Solid Waste is delivered to a Recycling Facility or a Solid Waste Management Facility.
B. **County:** means Chisago County, Minnesota.
C. **Hauler:** means any Person who Collects or Transports Solid Waste, Recyclable Materials or Yard Waste, but does not include a Self-Hauler.
D. **License:** means authorization to conduct specified business services that may be limited to a specific period of time, specific person, and or a specific site in the County.
E. **Mixed Municipal Solid Waste:** means, garbage, Refuse, and other Solid Waste from residential, Non-Residential, business, industrial, and community activities that the Generator of the waste aggregates for Collection. Including common household materials and commercial garbage such as packaging materials, containers, food discards, plastic, paper, compostable materials.
F. **Processing:** means the treatment of Recycling or Solid Waste after Collection. Processing includes

but is not limited to reduction, separation, exchange, resource recovery, physical, chemical, or biological modification.

G. **Recyclable Materials:** means marketable materials that are separated from Solid Waste for the purpose of Recycling including glass bottles, steel cans, aluminum cans, corrugated cardboard, newspapers, office paper, rags, plastic bottles, and other materials which are separated from mixed municipal solid waste at the source of generation and collected, processed, and shipped to an end use market separate from the municipal solid waste stream.

H. **Recycling:** means the process of Collecting and processing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of Recyclable Materials in a manner that precludes further use.

I. Recycling Facility: means a facility used to aggregate, process, or market Recyclable Materials.

J. **Solid Waste Administrator:** means the individual assigned by the County to oversee and direct Solid Waste Management Activities.

ARTICLE III. AGREEMENT DOCUMENTS

This Agreement includes and incorporates the following Documents as though set forth herein or attached hereto in their entirety:

A. This Agreement;
B. The Request for Quote Form as Submitted by Recycler;
C. RFQ Addenda and any Modifications hereto;
D. Insurance documents.

Where an inconsistency exists between this Agreement and any aforementioned Agreement Document, this Agreement shall control.

ARTICLE IV. REPRESENTATIONS

A. RECYCLER REPRESENTATIONS

1. The Recycler is a Corporation, duly organized, validly existing and properly qualified to do business under the Laws of Minnesota.
2. The Recycler has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Recycler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Contract does not conflict with any other agreement, indenture or any instrument to which the Recycler is a party.

B. COUNTY REPRESENTATIONS

1. The execution of this Contract by the Chairman of the County Board has been duly authorized and approved by the County, and no authorizations, approvals, or consents are required in order for this Contract to constitute a binding and enforceable legal obligation

of the County.

2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

ARTICLE V. COMPLIANCE WITH REGULATORY REQUIREMENTS

A. The Recycler shall at all times operate its business of collecting, transporting and marketing of recyclable materials in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Recycler shall obtain and maintain all necessary licenses, permits and other authorizations required by each municipality or township within the County in which it operates, Chisago County, the Minnesota Pollution Control Agency (MPCA) and any other governmental agency having jurisdiction over its activities.

ARTICLE VI. OPERATIONS

A. The Recycler agrees to collect and haul recyclables from the Recycle Yard throughout the term of this agreement.

B. The Recycler agrees to provide TWO, 8-cubic yard covered dumpsters, as itemized attachment "B – RFQ" during the term of this agreement.

C. The Recycler agrees to service the site on a day of the week as agreed to by the two parties.

D. The Recycler agrees to deliver all Recyclable Materials to a recycling Materials Recovery Facility end use market unless otherwise approved by the County, and maintain tipping records of these deliveries.

E. If the Recycler is unable to recycle collected materials at an end market, the Recycler agrees to immediately notify the Solid Waste Administrator of Chisago County and follow directions of that County official as to the dispersal of those materials.

F. The Recycler agrees to submit accurate monthly reports, in a form acceptable to the County, the quantity of each type of Recyclable Materials collected at the Recycle Yard and the end use markets to which the materials were hauled.

G. The Recycler agrees to allow duly authorized representatives of the County, access to the records maintained pursuant to Article VI paragraph F, for the purpose of verifying compliance with the terms and conditions of this contract.

H. The Recycler shall be liable for any excessive damage or wear caused by the Recycler to any county owned property at the Recycle Yard site.

ARTICLE VII. PAYMENT PROCEDURES

A. The Recycler will be paid by the County on a monthly basis for the collection and hauling of Recyclable Materials and/or Municipal Solid Waste from the Recycle Yard. The Recycler shall submit a monthly invoice to the County Solid Waste Administrator for services rendered at the rates identified in attachment "B – RFQ" during the term of this agreement, at $245.78 per month for all

services provided. The county shall make monthly payments in response to the Recyclers monthly invoices.

B. Rates shall remain at the agreed price for the first year of the contract; a consumer price index percentage increase or decrease will be applied to the per month service fee for the following year of the contract term, and any contract renewal term. The CPI is indexed to the Consumer Price Index for All Urban Consumers (CP-U), Minneapolis-St. Paul-Bloomington, MN-WI area , not seasonally adjusted, all items; and the percentage change will be recalculated annually on the previous calendar year.

C. The Recycler agrees that the County may reevaluate the service level needed at the Recycle Yard and may, at the County's sole discretion, adjust the service levels to ensure efficient operation of the Recycle Yard, at the rates identified in Attachment "A-RFQ" during this agreement. The

ARTICLE VIII. DEFAULT

A. The following shall constitute defaults by the Recycler:
    a. Failure to comply with all applicable laws, ordinances, rules and regulations relating to waste hauling and recycling.
    b. Failure to submit adequate reports on the quantity and type of Recyclable Materials collected, hauled and/or processed by the recycler, to the county.
    c. Persistent and repeated failure to fulfill any of its material obligations under this Contract.
    d. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, without the approval of the County.
    e. Failure to use County Solid Waste Management System to dispose of Mixed Municipal Solid Waste collected in the County.

B. Failure to service the yard on a schedule as agreed to in attachment "B – RFQ" during the term of this agreement.

C. The following shall constitute a default by the County:
    a. The persistent or repeated failure to fulfill any of its material obligations under this Contract.

ARTICLE IX. INDEMNIFICATION / INSURANCE

A. INDEMNIFICATION

The Recycler will indemnify, defend and save harmless the County, its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits whatsoever arising out of any act or omission on the part of the Recycler or its contractors, agents, servants or employees in the performance of or in relation to any of the work or services to be performed or furnished by the Recycler under the terms of this Contract.

B. INSURANCE

The Recycler shall obtain and keep in force at all times during this Contract, the following insurance policies:

1. Public liability insurance, including general liability, automobile liability, loading and unloading completed operations liability, bodily injury liability in an amount of at least $1,000,000 for injury or death of any one person in any one occurrence and aggregate bodily liability in an amount of at least $2,000,000 for injuries or death arising out of any occurrence. Property damage liability shall be furnished in an amount of at least $1,000,000 for any one occurrence and in the unencumbered aggregate amount of at least $2,000,000.
2. Workers' compensation and employer's liability insurance as required by law.

The Recycler shall provide the County certificates of insurance for the coverage required. Certificates shall include a provision that the insurer shall give the County thirty (30) days cancellation notice on required policies. Nothing in this Contract shall constitute a waiver or diminution by the County of any immunities or statutory limitations on liability.

C. BONDING

The Recycler shall furnish to the County a bond, the amount as specified in the County's required solid waste hauling license.

This bond shall name the County as obligee with sufficient sureties duly licensed and authorized to transact business in the State of Minnesota as sureties.

ARTICLE X. MISCELLANEOUS

A. NOTICE

All written notices required pursuant to this Contract shall be both hand delivered or mailed to the Recycler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: Lisa Thibodeau, Solid Waste Administrator
Chisago County Environmental Services
39649 Grand Ave.
North Branch, MN 55056

Recycler: Clint LePage
LePage and Sons Inc.
23602 University Ave. NW
Bethel MN 55005
(763) 515-1560
dispatch@mylepage.com

B. RELATIONSHIP OF THE PARTIES

For the purposes of this Contract, the Recycler shall be deemed to be an independent contractor and not an employee of the County. The Recycler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. Any and all agents, servants, or employees of the Recycler or other persons, while engaged in the performance of any work or services required to be performed by the County under this Agreement, shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants, employees as a consequence of any act or omission on the part of the Recycler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Recycler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be stated herein.

C. ASSIGNMENT AND ASSUMPTION

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or novation, the Recycler or the County must provide written notice to the other party. Any assignment by a Recycler is subject to the County's approval, and said approval shall not be unreasonably withheld. However, county's approval of assignment shall be contingent upon Recycler's assignee or successor signing an assumption agreement binding it to the terms and conditions of this agreement. The County reserves the right to assign any interest to the Contract to a duly established Waste Management District, Joint Powers Board, or any other entity.

D. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and agreements of the parties under this Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. WAIVER

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. ENTIRE AGREEMENT

The Contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

G. GOVERNING LAW

The Contract shall be interpreted and construed according to the laws of the State of Minnesota.

H. ALTERATION CLAUSE

Any alteration, modification or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

I. TERMINATION

1. This Agreement shall terminate in the event funds allocated by the County to fund the payments to the Recycler are depleted.
2. In the event that a Recycler and the County mutually agree in writing to terminate this Contract, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.
3. Either party may terminate by reason of the default of the other party following five (5) days written notice to the defaulting party.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the First day of _May 1, 2023_____, notwithstanding the date of the signatures of the parties.

COUNTY:

By: _____
Chair - Chisago County Board of Commissioners
Date: _____

Attest: _____
Clerk to the Board
Date: _____

Reviewed and approved as to form:

JANET REITER, CHISAGO COUNTY ATTORNEY

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

RECYCLER:

_____
(*Signature*) By:
Date: _____

B. The Request for Quote Form as Submitted by Recycler:

Request for Quotation (RFQ) – Chisago County Recycling Yard Collection, Hauling, and Processing Services

This **RFQ** is issued by The County of Chisago, Environmental Services Department, Solid Waste and Household Hazardous Waste Division, 39649 Grand Avenue, North Branch MN 55056, (651) 213-8923.

This **RFQ** is seeking Qualified Haulers to supply Recycling-Collection, Hauling and Processing for residentially generated single sort type recyclable materials aggregated for collection at the newly constructed self-serve Chisago County Recycle Yard in North Branch.

This document comprises the following sections:

Section I:	County information and project details
Section II:	Specifications
Section III:	Pricing / Bid Tabulation Table
Section IV:	Selection criteria
Section V:	Terms and conditions /contract
Attachments:	Draft Contract

Section I: County information and project details

County information	
Department/Division	**RFQ title**
Chisago County Minnesota, Environmental Services Department Solid Waste Division	**Recycling Yard Collection, Hauling, Processing Services RFQ**
Date issued: March 24, 2023	**Response deadline: April 7, 2023**
County Recycle Yard Description	Chisago County is a Local Unit of Government that contains approximately 19,871 households and 54,197 residents. The county has an "open hauling" solid waste management system, which requires licensed county-wide residential curbside solid waste and recycling collection by ordinance. To fill a gap in county recycling needs and continue to fulfill statutory obligations, the county has constructed and is seeking to operate a Recycle Yard in the centrally located city of North Branch. The purpose of the Recycle Yard is to create ongoing self-serve central access for residential single-sort recycling drop-off; increase recycling opportunity; and offer an enhanced platform to educate the public about recycling contamination and proper single sort recycling practices. The Recycle Yard is located at the Chisago County Household Hazardous Waste Facility (HHWF), 39649 Grand Avenue, North Branch MN, in a designated Industrial Park. The Recycle Yard is intended as a monitored self-service no-charge residential drop-off site for single-sort type recycling materials. The recycling yard consists of a 1/3rd acre securely gated and fenced gravel yard accessed along the north driveway around the back (east side) of the existing HHWF building. The Recycle Yard site will be monitored by county staff and the gated facility will only be open to the public while staff is on site. Open hours will generally include Weekdays 8:00-4:30, Mondays until 7:00 pm, and one Saturday per month.

Contact information and project submittal address		
Project lead name	**Phone**	**Email**
Lisa Thibodeau, Solid Waste Administrator	(651) 213-8923	lisa.thibodeau@chisagocountymn.gov
Project Submittal address	**City**	State, Zip code
39649 Grand Ave.	North Branch	MN, 55056

Project information	
Project description	The County is seeking to place a licensed solid waste/recycling hauler under contract to service the Chisago County Recycling Yard in North Branch. The successful Recycling Yard hauler will provide routine and as-needed service to the Recycling Yard by providing for proper materials collection and containment service, transport, and delivery of residentially generated single-sort recycling type materials. The selected hauler will supply containers, and haul collected recyclables to an authorized Materials Recovery Facility where these materials must be processed, marketed, and sold to recycling end markets. The hauler will provide routine report of materials handling volume, processing and will retain any recycle material proceeds that may be market generated in the process. An *Optional Addendum* to the above-described service contract includes the collection of regular weekly/on demand mixed municipal solid waste that is generated internally by the existing Household Hazardous Waste Facility operations.
Project goals	The project is intended to aid Chisago County's comprehensive solid waste management and programming efforts; ensure ongoing satisfaction of the county's Statutory obligation to make recycling accessible to all county residents; help Chisago County reach the state mandated out-state recycling rate goal of 35%: and educate the public about recycling practices that will help improve the solid waste stream and further eliminate contamination.
Submission instructions	Basic quoted services requested must satisfy anticipated Recycle Yard capacity and support a minimum two (2) collection containers/dumpsters serviced weekly and as may be needed. Individual container/dumpster size is anticipated to be 8 cubic yards. Suitable covered containers/dumpsters to protect and contain collected recyclable materials must be provided by the Hauler. *Optional direct county purchase of suitable hauler prescribed, and priced containers/dumpsters may be proposed if deemed advantageous and cost effective to the ongoing Recycle Facility operations.* The county is requiring base quote pricing of the above-described scenario. In addition to the base quote, the hauling company may provide and price quote enhanced and/or additional recommended collection and hauling service model suggestions at their discretion. Enhanced and/or additional collection and hauling service model suggestions must be clearly and separately identified within the materials submitted. For all base quotes, the Hauler must complete the form below and must itemize: 1. type of recycling containers proposed 2. size of containers 3. type of truck that will be used to service containers 4. costs to provide weekly hauling of recyclables to a Materials Recovery Facility 5. costs to provide more frequent additional/on demand hauling of recyclables to a Materials Recovery Facility ***Optional Addendum***: As an add-on to this RFQ, responding Haulers may also quote to pick-up and haul the routine Mixed Municipal Solid Waste generated internally by the Household Hazardous Waste Facility. Said waste must be disposed of in accordance with the County's Integrated Solid Waste Management System at the ECSWC Garbage Transfer Station in Cambridge MN, or the ECSWC Landfill in Mora MN. Providing said commercial facility service will require a hauler provided dumpster container and pricing quote with and/or without being awarded the Recycle Yard service contract. Current general MMSW generated volume of the facility is a 2-cubic yard container serviced weekly.

Section II: Specifications

Product information	
Service details	Service the Chisago County Recycling Yard with the secure collection and handling of the residentially generated and dropped off single sort recycling materials and routine hauling of said materials to market at a Materials Recovery Facility.
Technical requirements	1. Hauler will be provided electronic gate access to the yard and must be able to access the yard with suitable truck(s) to efficiently and effectively retrieve recycling materials. 2. Hauler must agree to routinely service the Recycle Yard in a manner that does not disrupt HHWF operations and on a day/time the HHW Facility is closed to the public. Mondays are not eligible service dates. 3. Collected recyclables must be hauled to an identified Materials Recovery Facility for recycling and delivery to end markets. 4. Hauler must supply suitable covered containers. If cost effective and operational efficiencies are recognized by the county, the hauler may propose county purchase of suitable containers. 5. Hauler must provide and maintain clear container signage with clear and concise directions on proper recyclables separation and directions for each container. 6. Hauler must work collaboratively with county staff in creation and promotion of Recycle Yard education and outreach signage, instruction, and public outreach information and take routine efforts that encourage the reduction of contaminates in the self-serve recycling drop off process. 7. The single-sort materials accepted for recycling by the Hauler must include: glass bottles, steel and aluminium cans, paper (including newsprint, office, magazines, box board), cardboard, plastic bottles, and other materials as agreed to by both the county and the hauler. 8. **Optional Addendum:** Hauler may also quote the collection and disposal of the Household Hazardous Waste Facility's regularly generated mixed municipal solid waste. Said waste must be delivered to the ECSWC - Cambridge Transfer Station and/or directly to the ECSWC Landfill in Mora. 9. Hauler will enter into a contract for services with the County and will bill the County monthly and agree to the general terms and conditions as outlined in the attached sample draft Contract.
Quantity	It is anticipated that the residential single-sort recycling drop-off at the yard, will require: • Base quote pricing for Two (2) suitable 8-cublic yard covered collection containers, serviced once per week per the Section III: Pricing Tabulation Table. • Additional recommended trip or service and container quote scenarios may be proposed and itemized using the Section III: Pricing Tabulation Table. • This RFQ also allows for an addendum option quote to service the HHW Facility's internally generated weekly trash disposal container(s) and service.
Delivery	It is anticipated the hauler will service the Recycle Yard once a week with additional service intervals requested as needed.

Section III: Pricing Bid Tabulation Table

Company Name/Address: LePage & Sons; Authorized Agent Name: Clint LePage
Phone/email: 763-515-1560 email:dispatch@mylepage.com

Detailed pricing				
Item: Type of Container	Quantity	Unit	Description	Unit price
Covered Recycling Dumpsters & Collection Service	2	8-cu yd	Single-Sort Recycling pick-up (at a minimum: glass bottles, steel & aluminium cans, paper (including newsprint, office, magazines, box board), cardboard, plastic bottles	$ $122.89/month (all fees included) Per unit Both units $275.78/month Weekly per unit is $30.72/week Type of Truck: Front Load Truck
Optional Addendum to recycling service: Covered MMSW Dumpster	Either: 1 or 1	2-cu yd or 4-cu yd	If bidding recycling pick-up service, can add Mixed Municipal Solid Waste collection from internally generated waste at Household Hazardous Waste Facility. Must deliver collected waste to county integrated solid waste management system, or the East Central Solid Waste Commission.	$ 132.78/month (all fees included) 04 yard/once a week $ 33.195/week (all inclusive pricing) Type of Truck: Front Load Truck
Additional / Alternative Hauler Suggestions on Recycling Pick-Up Services (County purchase of collection containers, etc.)			(describe here / attach separately)	N/A
			Total	$378.56/monthly charge $94.64/weekly amount

Section IV: Selection criteria

Selection information	
Qualification criteria:	**RFQ type**
• Experience and qualifications of the company and general reputation in providing similar services and references from other entities. • Adherence to specifications and RFQ requirements and submission of all requested information. • Submit RFQ by due date listed under Section 1: Company information and project details • Submit RFQ to Project Lead Name listed under Section 1: Company information and project details. • Efficiency and cost effectiveness of service.	Sealed

Section V: Terms and Conditions / Contract

Selection information	
Legal requirements	• Must be licensed for solid waste and recycling collection in Chisago County and adhere to all hauling requirements contained in Chisago County Solid Waste Ordinance #08-2: https://www.chisagocountymn.gov/DocumentCenter/View/4957/Solid-Waste-Ordinance?bidId= • Must be able to sign draft agreement with general terms and conditions as attached.
Terms and conditions	• Questions are permitted and written answers will be provided by Chisago County. • Chisago County reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. • Chisago County reserves the right to waive minor irregularities in RFQs, provided that such action is in the best interest of Chisago County. Any such waiver will not modify any remaining requirements or excuse the Hauler from full compliance with the specifications and other contract requirements if the RFQ is awarded. • Chisago County reserves the right to accept or reject in part or in whole any or all RFQs submitted, and will reject the RFQ of any party who is determined to be non-responsive. • The County reserves the right to request clarifications or corrections to RFQs, and any request will be in writing.

Contract Agreement
Qualification criteria:
Selected Hauler must be able to agree to general terms and conditions and sign attached draft "Chisago County 2023 Hauler Recycle Yard Service Contract" with the County.

C. RFQ Addenda:

Chisago County - 39649 Grand Ave - North Branch, MN 55056

April 4, 2023 ADDENDUM NO. 1 FOR:

Request for Quotation (RFQ) – Chisago County Recycling Yard Collection, Hauling, and Processing Services

The following clarifications shall be made to the Quote and Contract Documents issued March 24, 2023, for the project to service the new recycling yard located at 39649 Grand Ave in North Branch, MN.

Please attach this Addendum to the RFQ in your possession.

The quote due date remains UNCHANGED as Friday, April 7, 2023, end of day at 4:30 p.m.

CLARIFICATIONS/ANSWERS TO QUESTIONS:
Question: In section B on page 4 of the proposed contract under Article VI, which of the available Consumer Price Indexes (CPI's) will the county be utilizing?

Answer: The county will be using the Consumer Price Index for All Urban Consumers (CP-U), Minneapolis-St. Paul-Bloomington, MN-WI area, not seasonally adjusted, all items; and the percentage change will be recalculated annually on the calendar year

D. Insurance Documents:

LePage

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SANDRA BUCHEGER	
PINE INSURANCE AGENCY-HAM LAKE 18015 ULYSSES ST NE SUITE 400 HAM LAKE MN 55304	PHONE (A/C, No, Ext): (763) 413-7848	FAX (A/C, No): 763-862-7977
	E-MAIL ADDRESS: SANDIB@PINEAGENCY.US	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PIONEER SPECIALTY INSURANCE COMPA NY	40312
	INSURER B: WESTERN NATL MUT INS CO	15377
	INSURER C: INSURANCE COMPANY OF THE WEST/EXPLORE	40029
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
LEPAGE & SONS INC
23602 University Avenue Ext NW
Bethel MN 55005-9853

COVERAGES **CERTIFICATE NUMBER:** 20221223151642076 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD DED = $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	CPP 1251768	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X UMB DED = $10,000	N	N	CPP 1250740	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	UMB 1042551	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WMN5045577-04	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CHISAGO COUNTY DEPARTMENT OF
ENVIRONMENTAL SERVICES/ZONING
SOLID WASTE & HOUSEHOLD HAZARDOUS
WASTE DIVISION
39649 GRAND AVENUE
NORTH BRANCH MN 55056

Email: Lisa.Thibodeau@chisagocounty.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** **14**
Title of Item for Consideration: Chisago County Mountain Bike Course ARPA-0240 ENVS Project Approval	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - Parks Division

Previous Action on this Matter: The previously approved ARPA-0240 ENVS trail construction plan budgeted $75,000 towards the construction of a 2 ½ to 3-mile Mountain Bike Course at the Ki Chi Saga County Park.

Background: Staff solicited competitive quotes for the construction of the ARPA-0240 Chisago County Mountain Bike Course at Ki Chi Saga County Park. Despite our best efforts, quotes received demonstrated initial budget projections for a 2 ½ to 3-mile course to be clearly underestimated. To continue with a viable mountain bike trail course, staff recommends ARPA-0240 budget enhancement and construction of a minimum 2 ½ mile trail installation with varied "B-line" features.

Pathfinder Trail Building submitted the attached competitive and acceptable lowest building quote and trail layout options.

1. $112,638.25 (*Singletrack Main Trail construction*)
2. $56,626.60 (*B-Line optional estimated trail labor cost*)
3. $15,000 (*B-Line estimated construction material)*

Total projected project cost range from Pathfinder Trail Building is from $169,264.85 to $184,264.85. The next lowest construction package was obtained from Rock Solid Trail Construction at a combined cost of $264,746.

Pursuant to County Purchasing Policy County Board approval is required in the direct negotiation or sealed competitive quote purchases between $25,000 - $175,000. In accordance with said policy staff recommends proceeding with an adjusted ARPA-0240 ENVS funding allocation and proceeding with Pathfinder Trail Building, LLC at a cost not to exceed $175,000.

***Attachments*:**

- Pathfinder Trail Building, LLC. (*Quote Proposal*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve construction of a Chisago County Mountain Bike Course. The suggested motion to approve is:

"Move to authorize execution of contracts and approve and award to Pathfinder Trail Building, LLC construction of a Chisago County Mountain Bike Course package not to exceed $175,000 and authorize staff to acquire the necessary permits and direct completion of the ARPA-0240 ENVS Project completion with construction contracts drafted and approved as to form by the County Attorney's Office."

Implications of Action: Approval will allow staff to formalize construction contract agreement with Pathfinder Trail Buildings, LLC. for construction in 2023/24.

Budget/Financial Implications: The previously approved APRA-0240 plan budgeted $75,000 towards this project. Total project cost is proposed to be financed with the redirection of additional previously committed ARPA funds of up to $100,000 for a total ARPA funded project cost not to exceed $175,000. ARPA funding adjustments are proposed under separate action and recommendation of the Budget and Finance Committee.

Legal/Policy Implications: Quotes were solicited and will be retained in accordance with the Chisago County Purchasing Policy Number 2020-1, Section 9, Subsection 3 and ARPA (SLFRF Compliance and Reporting Guidance). The County Attorney's office will review and approve pending Construction Contract as to form.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Ki Chi Saga Park

A Pathfinder Proposal

PATHFINDER

TRAIL BUILDING

The Brief:

- Chisago County Parks invited Pathfinder Trails out for a site walk of Ki Chi Saga Park

- County Parks are interested in approx. 3.5 miles of trail in the park. Also asking for an estimation of pump track potential and alternate skills lines along the trail.

- Pathfinder Trails owner Adam Buck attended the site visit with Joseph Tart, Chisago County Parks Director.



The Goal:

- Chisago County Parks recognize the growing popularity of single track mountain bike trails, and the fact they offer no off road single track in their current park network.

- Pathfinder Trails looked at the space and sees an opportunity for 3 to 3.5 miles of single track trail. Given the topography a beginner level trail makes the most sense or some low level Intermediate trail.

- Pathfinder also sees the opportunity to create one big skill trail or bike playground. This is done by taking advantage of the open space to create challenging ride lines off the main line of travel. These alternate lines can be of varying difficulty and help keep the trail interesting for riders.

-

The What: Trail Playground

- I see the opportunity to build this out as a 3 - 3.5 mile main trail with alternate lines and b lines along the entire corridor of the trail. These alternate lines would be created using dirt, rock, and wood.

- I see this as a way to increase the excitement of the trail and allow riders to progress their skills in a fun integrated way. These could be added as budget allows, or in a phase 2. This has the added benefit of increasing the linear footage of trail within the confines of the park.

The How: Construction Process

- Construction Process
  - Pathfinder Trails would flag a trail on site, and capture a gps track.
  - We'd review flag line with Chisago County Parks for final approval.
  - We'd start with one 4 - person crew, who we'd break out into 2 crews to start tackling 2 segments at a time.
  - The building would happen in the intended flow of the trail, which will be determined at time of flagging.
  - Construction would continue to completion. Approximately 45 days.

The What: B Lines and Flow Features

- Length: 100’ to 1,000’, these should be built to fit.
- B-lines and Features:
    - Flow
    - Balance
    - Technical

The What: Flow Features

- Flow:
    - Sinuous line of rollers, berms, and jumps that use a riders momentum and energy to create opportunity for speed, air time, and fun. These features also help keep a riders energy pointed down trail and into the next intended trail feature.
        - 2-3 b-lines per loop, the key to these is providing options!
    - Create zones that help break down individual features to teach skills like pumping, jumping, and cornering.







The What: Balance Features.

- Balance
  - Creating 2-3 lines in each loop of the trail network to teach the finer skills of balance, braking, and slow turning, and navigating tighter features. Accomplished through man made wooden ladders. Can also incorporate large boulders into these for some added spice!









The What: Technical Features.

- Technical
  - Technical: Creating 2-3 lines in the trail network that are structured around technical trail. In the Midwest we have a lot of man made technical trail and that style has a very specific feel, this provides us that opportunity to create this and teach riders what they'll experience at other riding areas in the Midwest, Where sometimes the only difficulty for a rider to overcome is being on a different riding surface!





The How: B Lines Construction Process

- Establish a baseline difficulty for sizes of features with Joesph and how they fit in to Novice - Expert ratings.

- Identify locations for features based on trail speeds in and out of areas, access, and material needs.

- Bring crews in to do construction, depending on type of feature this will be a 4 person crew or 2 person crew.

- Begin construction. Typically 2-3 days per feature area or `Approximately 20 days to complete 9 - 12 feature lines.

- Flow check, adjust if needed!

- Open!

Construction Estimate

- **Cost Estimate:**
  - **Singletrack Trails: $112,638.25**
- **B-line:**
  - **$56,626.60 (labor Costs)**
  - **Feature costs $15,000.00 (for wood/ rock import)**



Contact info:

Adam Buck, Owner

Ph: 507-226-3799

E-mail: Buck@pathfindertrailbuilding.com

PATHFINDER

TRAIL BUILDING


Pathfinder Trail Building
Adam Buck
507-226-3799
buck@pathfindertrailbuilding.com
PATHFINDER
TRAIL BUILDING



KI CHI SAGA PARK

A PATHFINDER TRAILS PROPOSAL

About Us

- Started in 2017
- Mission Statement: To design, develop, and integrate trail systems that create the opportunities for people to connect from the urban environment to the wild landscape by creating trails and trail systems that connect these communities and promote fun, health, and happiness with the outdoors through active pursuits.
- Deep roots in the off road community
- Remote access back country trails to urban bike parks!
- Growing company

Our Team

Adam Buck - Owner - Trail Builder - Project Manager - Special Projects - Bike Park
21 years building experience

Bryan Mitchell - Trail Builder - Crew Leader - On site Project Manager
5 years at Pathfinder Trails

Matt Thompson - Trail Builder - Crew Leader -- On site Project Manager
3 years at Pathfinder Trails







Our Team

Lukas Halahan - Trail Builder - Pro BMXer - Flow Trail - Bike Park
2 years at Pathfinder Trails

Nathan Halahan - Trail Builder - Pro BMXer - Flow Trail - Bike Park
2 years at Pathfinder Trails

Bill Klosterman - Trail Builder - Fabricator
1 year at Pathfinder Trails

Tanner Williams- Trail Builder - Tread finishers
2 years at Pathfinder Trails

Bill Jensen - Trail Builder - Tread finisher
2 years at Pathfinder Trails

Projects Overview

- Brewer's Extension - Lander WY - 4 mi (XC)
- Pole Mountain Re-routes - Laramie WY - 3 mi (XC)
- Andres Bike Park - Carpentersville IL - 1 mi (Bike Park)
- Memorial Bluff - Red Wing MN - 1 mi (Skills Park)
- Welch Village Bike Park - Welch MN - 3 runs (Gravity)
- Proving Grounds - Dubuque IA- 6.5 mi (XC/Bike Park)
- Detroit Mountain Recreation Area - Detroit Lake MN - 4 mi, 3 DH runs (XC/Gravity/Skills)
- Tioga Recreation Area - Cohasset MN (XC/Bike Park/ Gravity)
- Red Head Mountain Bike Park - Chisolm MN (XC)
- Hidden Valley Recreation Area - Ely MN - 7 mi (XC)
- Giant's Ridge Bike Park - Biwabik MN - 2 runs (Gravity/ Bike Park)
- Rice Creek Chain of Lake, Anoka MN - 3 mi (XC)
- Lone Lake Park - Minnetonka MN - 4 mi (XC)
- Theo Wirth re-work - Minneapolis MN (Rehab)
- Perkins Hill Pump Track - Minneapolis MN (Bike Park)
- Brophy Lake County Park - Alexandria MN (Bike Park)
- Farside Bike Park, Galena IL (on going) - 3 mi (Bike Park)
- Localized LLC Bike Park - Afton MN (on going) - 3 mi (XC/Bike Park)
- Monarch Single track - Victoria MN (on going) 4 mi (XC/ BikePark)

Project Assessment

- 3.25 mile +/- .25 miles
- Done at a rate of $9.50 per foot
- Opportunity for a skills trail!
  - Jump lines, skills features.
- Opportunity for a pump track!



Trail Assessment

- I see the opportunity for a beginner level, contour flow trail that takes advantage of the slight elevation changes within the park. This would be a trail that works the terrain to keep a riders speed up by utilizing berms, rollers, and other flow features that keep the riders momentum up, and place the trail to take advantage of steeper side slope to make for a fun riding experience, with emphasis on creating opportunities for riders to improve their bike handling skills.



Trail Assessment

- The other opportunity I see is to take advantage of the open terrain to create a skill trail. This allows the main line to be beginner/novice ride experience, while offering intermediate riders a place to ride and a place novice riders to hone and progress their skills. I think this is valuable given how close this is to the local high school, and with the explosion of the MCA racing league, along with the lack of local single track trails in the area.
- We'd accomplish this by creating a braided trail. Every couple to a few hundred feet we'd build an alternate or b-line that would be a skill teaching feature like jumping, or balance these could be a 100' to 1,000' long depending on what could fit in the space and budget. They can built with all types of material whether that be logs, rock, wood, or dirt.

Trail Head

Pump Track Area

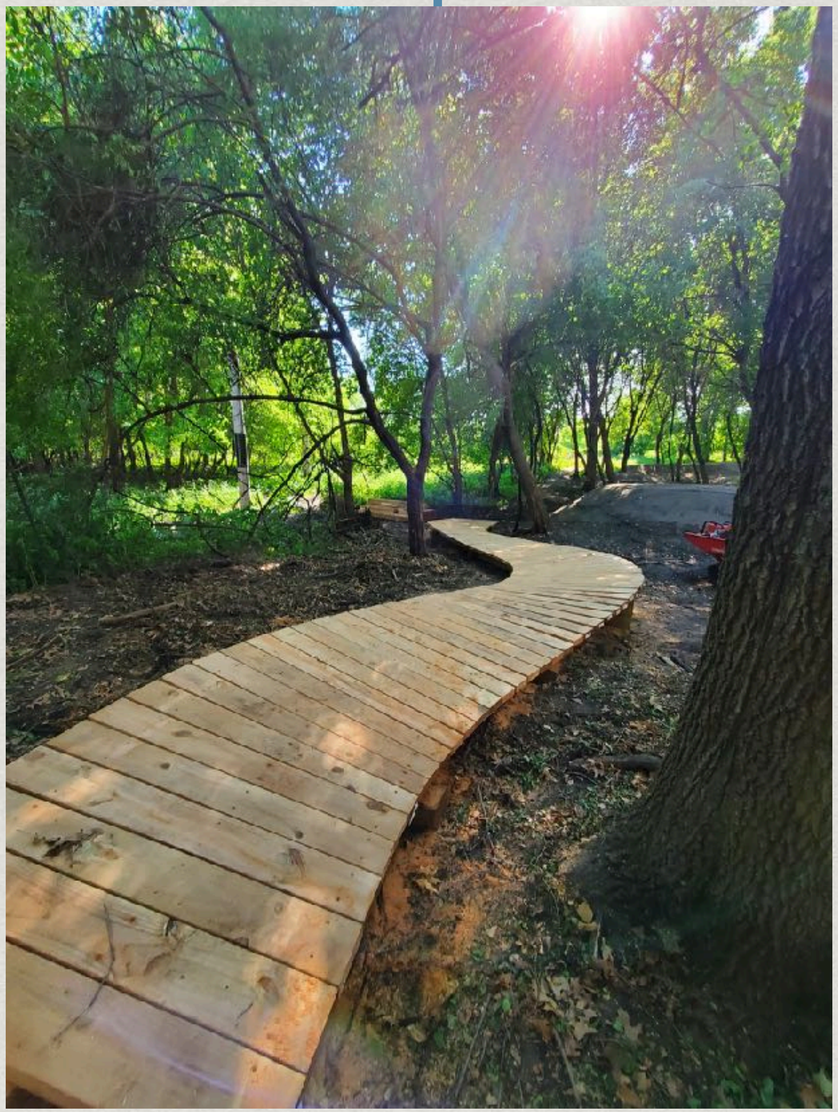


Examples of B-lines - Natural Logs





Examples of B-lines - Lumber





Examples of B-lines - Stone





Construction Plan

- Once a crew is mobilized, typically 3 - 4 builders with 1-2 mini excavators will begin building the route in the intended ride direction.
- After the main routes are constructed the crew can comeback in and add b-lines or that can be left for future phased construction.
- We also see an opportunity for a pump track near the parking lot area as a future component to the trail network.


Pathfinder Trail Building
Adam Buck
507-226-3799
buck@pathfindertrailbuilding.com
PATHFINDER
TRAIL BUILDING

Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** **15**
Title of Item for Consideration: Ki Chi Saga Park Municipal Building ARPA-0304 ENVS Project Approval	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - Parks Division

Previous Action on this Matter: This previously approved ARPA-0304 ENVS building construction plan budgeted $150,000 towards the construction of a Municipal Building (restrooms/shelter) at the Ki Chi Saga County Park.

Background: Staff has successfully solicited competitive quotes for the construction of the ARPA-0304 funded Ki Chi Saga Municipal Building. Structural Buildings, LLC submitted the attached competitive and acceptable building quote of $155,391. The next lowest building construction quote received was from Sherman Pole Buildings at a cost of $155,982.05. Each of these quoted construction proposals requires an additional staff estimated and administered $24,850 in project associated soft costs (utilities, site prep, demo) for a total project cost including the low quote from Structural Buildings of $180,241.

County purchasing policy requires County Board approval of expenditures more than $25,000. In accordance with said policy and the previously designated ARPA-0304 ENVS funding allocation, staff recommends proceeding with the Structural Buildings, LLC quote of $155,391.

***Attachments*:**

- Structural Building, LLC. Quote

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the purchase and construction of a new Parks Municipal Building. The suggested motion to approve is:

"Move to authorize execution of contracts and approve and award the Structural Buildings, LLC $155,391 quote for construction of a Municipal Building and authorize staff to acquire the necessary permits and carry out site demolition, preparation, and utility connection activities necessary to direct completion of the ARPA-0304 ENVS Project at Ki Chi Saga County Park with construction contracts approved as to form by the County Attorneys Office."

Implications of Action: Approval will cause immediate construction contract agreement and ordering of the new municipal building with Structural Buildings, LLC. for construction in 2023.

Budget/Financial Implications: The previously approved APRA-0304 plan budgeted $150,000 towards this project. Total project cost is proposed to be financed with the redirection of additional previously committed ARPA funds of $30,241 for a total ARPA funded project cost $180,241. ARPA funding adjustments are proposed under separate action and recommendation of the Budget and Finance Committee.

Legal/Policy Implications: Building construction quotes were solicited and will be retained in accordance with the Chisago County Purchasing Policy Number 2020-1, Section 9, Subsection 3 and ARPA (SLFRF Compliance and Reporting Guidance). The County Attorney's office will review and approve pending Construction Contract(s) as to form.

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

STRUCTURAL BUILDINGS

3d View for Joe Tart



Structural Buildings

♦ Commercial ♦ Residential ♦ Agricultural ♦ Industrial ♦

STRUCTURAL BUILDINGS

Joe Tart
Chisago Parks Dept.

313 N Main St.
Center City, MN 55555
xxxxxx 612-322-2285

3.17.2023

Building Site Location

Dear Valued Customer,

Structural Buildings is pleased to submit our proposal for your building project. Our experienced team of professionals have been constructing dreams throughout Minnesota and the surrounding five-state area since 1985. With over 6,000 buildings constructed, our design and production team will use their knowledge to collaborate with you to determine your goals, budget, and vision to develop a successful building project that is custom fit to your needs and exceed your expectations.

26'W X 30'L X 9'H
w/26'W X 30' L X 9' H Open Porch Area





FOUNDATION

and a 5' Embedment
3ply 2x6 Glu Laminated Column
2x8 SYP #1 Treated .60 Grade Board
Column Space (Eaves 6' O.C.) (Gables 8' O.C.)

FRAMING

4 / 12 Truss Pitch
6' Truss Spacing
35-5-5 Truss Load
2x6 #2 Btr SPF Wall Girts
2x6 MSR SPF 1650 Roof Purlins
2x4 Wind Bracing
2x6 Corner Bracing

INTERIOR WALL FRAMING

1. **2x6x10 Divider Stud Wall**
2. **2x4x10 Bathroom Walls**

EXTERIOR WAINSCOT

26 GA Quad Rib PAINTED G-90

SIDING

26 GA Strong Rib PAINTED G-90

ROOFING

26 GA Strong Rib PAINTED G-90

OVERHANGS

Vented 24" Precut Soffit Eave
Solid 24" Precut Soffit Gable

VENTILATION

20" Ridge Cap Profile Vented Ridge
2 Rows of Eave Closure Strips

WALK DOORS

1 - AJ 7100 3' - Front of Main Building
- **Dead Bolt--Schlage 626, Commercial**
- **Knob - Passage--Schlage 626 Commercial**
- **Door Slab--AJ Standard**
- **EZ Fit Kit--EZ Fit Kit**
- **Door Color--AJ White**
- **Door Swing--Left-Hand Out-Swing**
- **Jamb Depth--AJ Standard**
- **Plyco Latch Guard**
- **Plyco HD Closer**

2 - AJ 7100 3' - Front of Main Building
- **Dead Bolt--Schlage 626, Commercial**
- **Knob - Passage--Schlage 626 Commercial**
- **Door Slab--AJ Standard**

- EZ Fit Kit--EZ Fit Kit
- Door Color--AJ White
- Door Swing--Right-Hand Out-Swing
- Jamb Depth--AJ Standard
- Plyco Latch Guard
- Plyco HD Closer

1 - AJ 7100 3' - Right of Main Building
- Dead Bolt--Schlage 626, Commercial
- Knob - Passage--Schlage 626 Commercial
- Door Slab--AJ Standard
- EZ Fit Kit--EZ Fit Kit
- Door Color--AJ White
- Door Swing--Right-Hand Out-Swing
- Jamb Depth--AJ Standard
- Plyco Latch Guard
- Plyco HD Closer

Concession Roll-up Door.
1 - 6' x 4' - Back of Main Building
(1) Trac-Rite 944 White Roll-up Door

OVERHEAD DOORS
1 - 6' x 7' - Left of Main Building
(1) Trac-Rite 944 White Roll-up Door

WALL LINER
29 GA Strong Rib, White Liner (Kitchen Area)
Interior Wainscot: 29 GA Strong Rib, White Liner
Interior Girts: 2x4 #2 Btr SPF
3/8" x 4x8 Pebble Glass Board (2) Bathrooms
Utility Room Walls: Unfinished

CEILING LINER
29 GA Strong Rib, White Liner

INSULATION
R-44 Blown Fiberglass Ceiling Insulation with Access Door and 4 mil. Poly
None Fiberglass Wide Bat Wall Insulation and 4 mil. Poly
Building Wrap: Included

SNOW RAIL
20 LF of 2x4 Snow Rail

Your Price = $100,911.00

Options:

1.) **CONCRETE**
   a.) **4" Interior Concrete Floor, Poly and Fiberglass Rebar@ 2x2 Grid:**
   a.) **4" Exterior Concrete Floor, Poly and Fiberglass Rebar@ 2x2 Grid:**
   b.) **4" Thick Exterior Aprons: (1) 4x26 (1) 4x4 Entrance Pad**
   (1) 4x8 Overhead Door Apron:

c.) 2" Perimeter Foam Board: 16" Down, 32" Out
Note: 26x30 Area. **ADD: $ 18,774.00**

2.) Electrical: **ADD: $ 8,760.00**

a.) 1--100Amp Service,(trenching not included)
b.) 2- Bath fan Wiring
c.) 15 Surface mount LED Disk Lights
d.) 14 Convenience Receptacles
e.) 1-Exit/Emergency LT to Code
f.) 1- Electric Water Heater wiring.(30' Run Standard
g.) 8 Single Pole Switch Wiring
h.) 5- Outside light wiring. (Fixtures Not included)

3.) Plumbing: Water Lines trench to Structure(Not Included) **ADD: $ 16,776.00**

Men's Room:

a.) 1- Gerber Viper ADA Toilet with Seat
b.) 1- Gerber Urinal
c.) 1- Sloan Flushometer
d.) 1- Gerber Wall Hung Sink
e.) 1- Delta Lav Faucet
f.) 1-Floor Drain
g.) 1- Vented Exhaust Ceiling Fan

Woman's Room:

a.) 2- Gerber Viper Toilets with Seats
b.) 1- Gerber Wall Hung Lav
c.) 1-Delta Lav Faucet
d.) 1- Floor Drain
e.) 1- Vented Exhaust Ceiling Fan

Mechanical Room:

a.) 1- 50 Gallon Electric Water Heater
b.) 1- Laundry Tub
c.) 1- Laundry Tub Faucet
d.) 1- Floor Drain 2- Outside Sillcocks
e.) 1- Softener Loop

Kitchen:

a.) Plumbing for 3 Compartment Sink
b.) Plumbing for Kitchen Faucet
c.) 1- Floor Drain

Note: Plumbing design to be Winterized- Must Blow out System with Compressor.

4.) 3- Compartment Sink with Faucets and Drains **ADD: $ 4,200.00**
2- 4' Stainless Steel tables with Shelving

5.) Toilet Partitions: **ADD: $ 5,970.00**

Quote Includes
Material, Tax Delivery, Construction, Dumpster and Portable Toilet

Quote Excludes
Building Permit, Excavation, Fill, Final Rough Grade. Mechanicals to Structure

Warranties
65 Years on partial treated glued laminated columns against rot, insect attack or delamination.
45 Years on paint systems
6 Years on roof leakage due to workmanship or materials failure.

Please be aware this quote expires in 10 days.

Structural Buildings is committed to providing a lifetime of superior quality, service, and value to our customers through professional teamwork. That is our "Symbol of Satisfaction" to you! Thank you for taking the time to meet with me and discuss your project.

Regards,

Daniel Brehm

12926 1st Street | Becker, MN 55308

C: 763-482-9204 | O: 763.296.5800 | TF: 1.800.535.9722 | F: 763.296.5801

d.brehm@structuralbuildings.com www.structuralbuildings.com LIC#BC709531

Chisago County Request For Board Action

Meeting Date: April 19, 2023	***Item Number:*** **16**
Title of Item for Consideration: 2022 Water Resources Programs and Annual Reports Presentation	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: Each year, Chisago County Water Resources staff compile information and data collected to develop annual reports for the county's water resources programs. These programs include the Chisago Lakes Lake Improvement District (LID), Lake Water Quality Monitoring, Aquatic Invasive Species Prevention, and Chisago County Water Resources. Each spring, Water Resources staff provide a presentation to the County Board on the annual reports and water resources projects and programs.

County water resources staff collaborate with many partners to achieve the water quality goals of Chisago County and the LID. These partners include area citizens, Chisago County, Chisago Lakes Lake Improvement District, Chisago Soil and Water Conservation District, Comfort Lake-Forest Lake Watershed District, Lower St. Croix Comprehensive Watershed Management Plan Partners, Wild Rivers Conservancy, Minnesota Department of Natural Resources (DNR), National Park Service, Area Lake Associations (Center Lakes, Chisago-Lindstrom, Green Lake, Goose Lake Landowners and Rush Lake Improvement) and others.

Background:

Highlights from the 2022 programs are as follows:

Chisago Lakes Lake Improvement District (LID)

Water quality monitoring on area lakes continues to inform management plans and projects. The LID supports ongoing efforts to protect water quality that are being carried out by lake association and surrounding communities, along with leveraging the Targeted Watershed grant to fund and maintain conservation practices and projects installed by Chisago Soil and Water Conservation District. Invasive Phragmites was again controlled along lakeshores and roadside right-of-ways – new in 2022, the LID funded drone treatments of invasive phragmites. Funding was provided to lake associations to treat for aquatic invasive plants. The LID operates a channel & weir system which controls water levels during high water conditions. Although water levels were low, the system is well maintained and functioning properly.

Lake Water Quality Monitoring

Staff monitor 22 sites and volunteers monitor 9 sites in lakes located throughout Chisago County. County staff added Little Horseshoe Lake to list of lakes monitored. Staff and volunteers monitor for chlorophyll, nitrogen, and phosphorus levels, along with color, invasive plants, physical condition, recreational suitability, temperature, and transparency. Trends show that water quality of most of the lakes are improving each year.

Aquatic Invasive Species (AIS) Prevention

The Chisago County AIS Program consists of watercraft inspections, enforcement, education and outreach, regional coordination, early detection, and rapid response. In 2022, 14 seasonal Watercraft Inspectors inspected 16,188 watercraft and completed 24 decontaminations of watercraft. Staff provided the AIS display and information at 23 community festivals and events educating 1,850 residents and children. County staff submitted 25 AIS social media posts. 72 volunteers participated in Zebra Mussel Watch and placed monitoring plates at their docks. The county surveyed 21 lakes and rivers for AIS and found zero new infestations for zebra mussels or spiny waterfleas in 2022!

Chisago County Water Resources

In 2022, the Chisago County Water Plan Policy Team developed a new Team Purpose and Mission as part of the visioning process to restructure the Policy Team framework and future role of the Team. The Chisago County Children's Water Festival returned in-person on September 22, 2022 and celebrated the 20th anniversary of the festival. Jack Doepke with Chisago Lakes TV created 20th Annual tribute video of the festival found at https://www.youtube.com/watch?v=83mFTIZtycA The county partnered with Wild Rivers Conservancy to identify and map roadside population of invasive phragmites in Rusheba Township, North Branch, Rush City, and Wyoming and found one unreported population of the invasive species. Water Resources Staff provided 51 total social media posts in 2022 page for residents to learn more about water quality projects, activities, and programs. (25 for AIS and 26 for Water Resources and the Chisago Lakes Lake Improvement District). Like us at Chisago County Water Resources!

***Attachment(s)*:**

- 2022 Water Resources Annual Reports Presentation

Action Requested/Recommended: The County Board is respectfully requested to accept the 2022 Water Resources Programs and Annual Reports Presentation. The following motion/s is suggested:

"Move to Accept the 2022 Water Resources Programs and Annual Reports Presentation."

Implications of Action: None at this time.

***Budget/Financial Implications*:** None at this time.

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

Administrator's Recommendation

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



2022 Water Resources Annual Reports

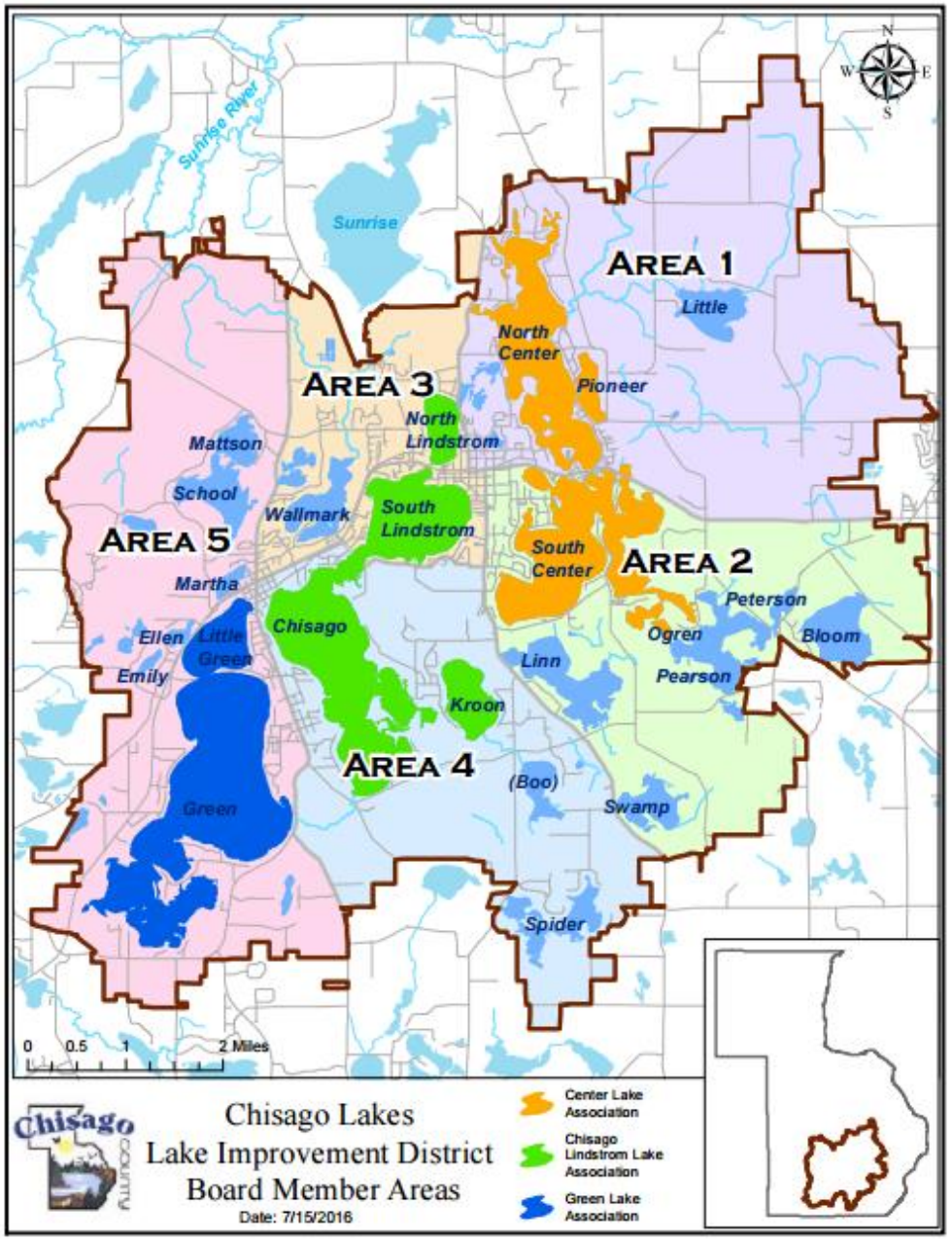
Chisago Lakes Lake Improvement District
Lake Water Quality Monitoring
Aquatic Invasive Species Prevention
Chisago County Water Resources

Chisago Lakes
Lake Improvement District

Mission:

Restore, preserve, protect and enhance the water resources of the Chisago Lakes Chain of Lakes Watershed

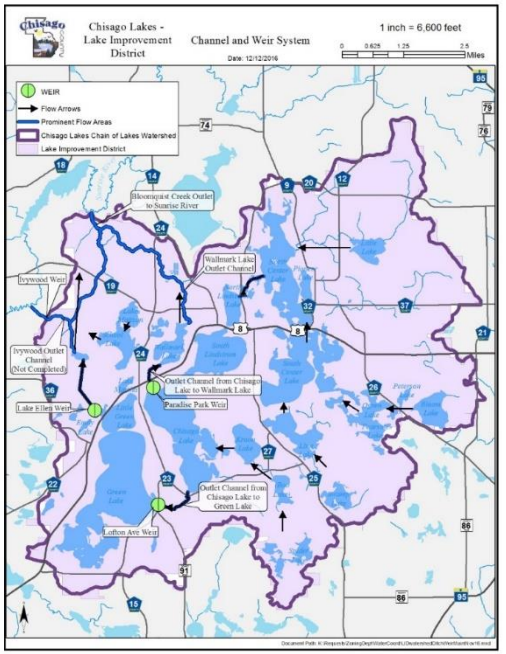
Board Member Areas & Lake Associations



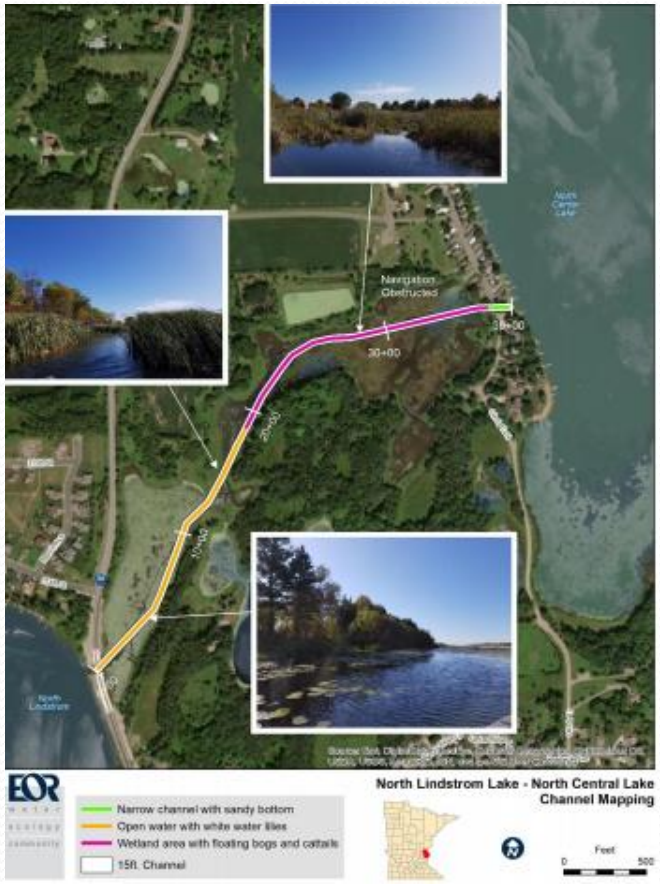
Channel & Weir Operation & Maintenance

- Approved Operation & Maintenance Plan
  - Infrastructure, maintenance and operating rules
- Weekly inspections during times of high water
- System well maintained and functioning properly





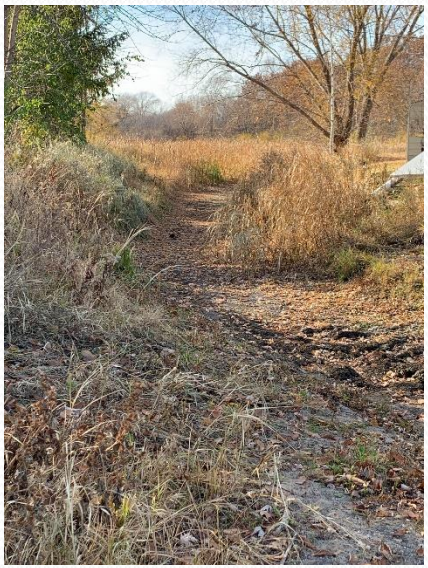
North Center – North Lindstrom Channel Maintenance



- Channel open to navigation
- 2019 first time in many years
- 2020 & 21 bog maintenance projects
- Low water 2022



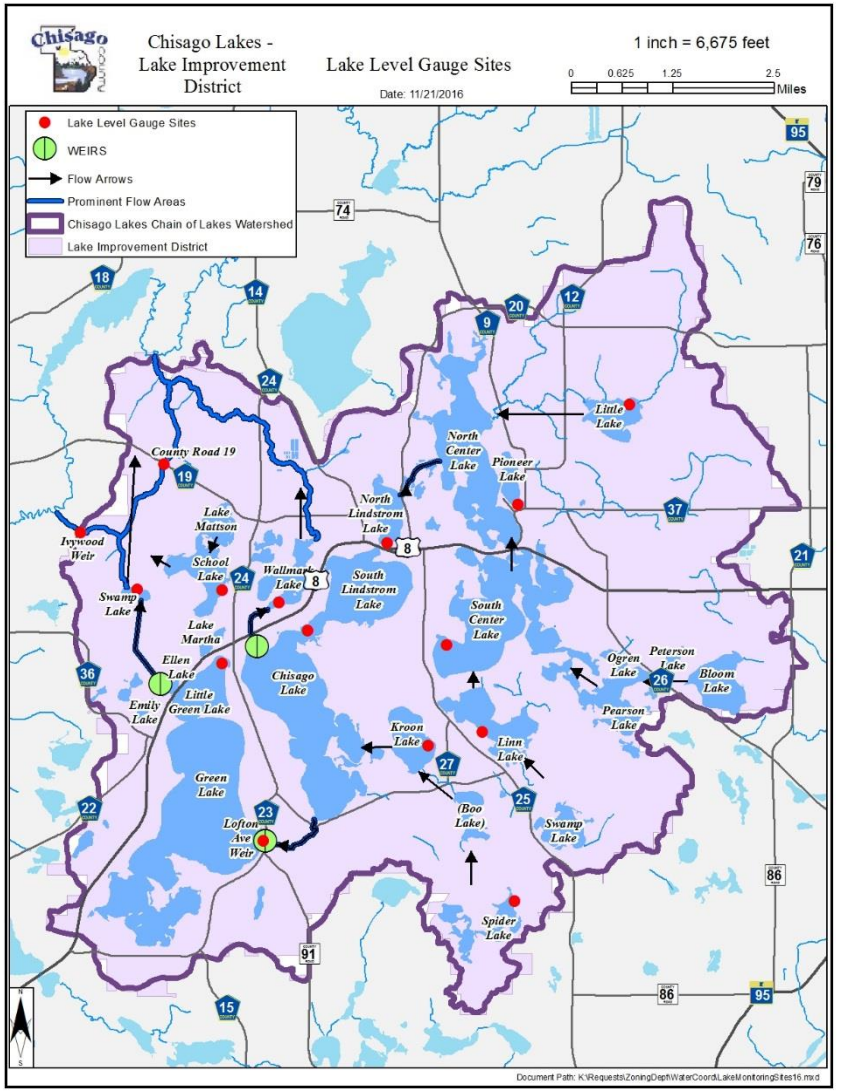
Above: North Lindstrom outlet, 2020
Right: North Center inlet, 2022



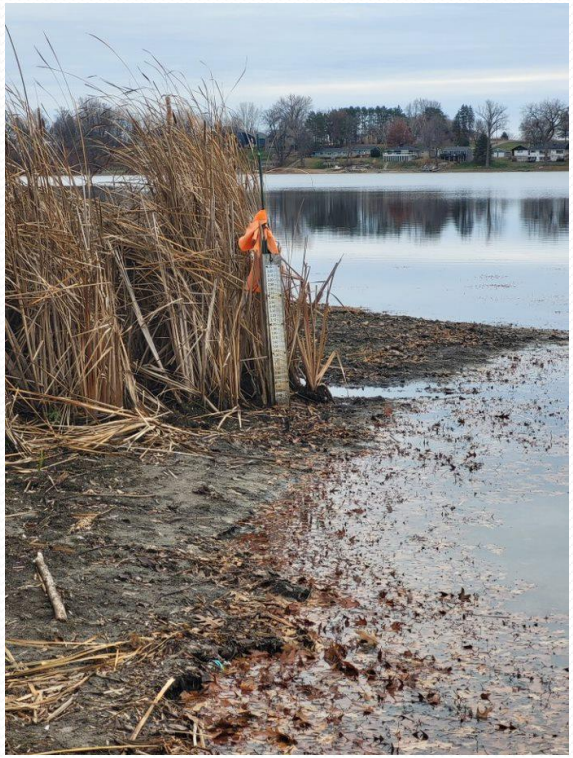
Lake Level Monitoring



- 15 gauges monitored weekly during open water season



Lake Level Monitoring



- Low water in 2022





Public Outreach and Awareness

- Partnership with Lake Associations
- Community Events:
  - Home & Business Expo
  - Lakes Appreciation Night
  - Karl Oskar Days
  - Ki-Chi-Saga Days
- Community Presentations:
  - Green Lake Association
  - Chisago-Lindstrom Lakes Association
- Water Monitoring Video for Chisago Lakes Chain of Lakes

https://www.youtube.com/watch?v=oAyrgsPx3GA

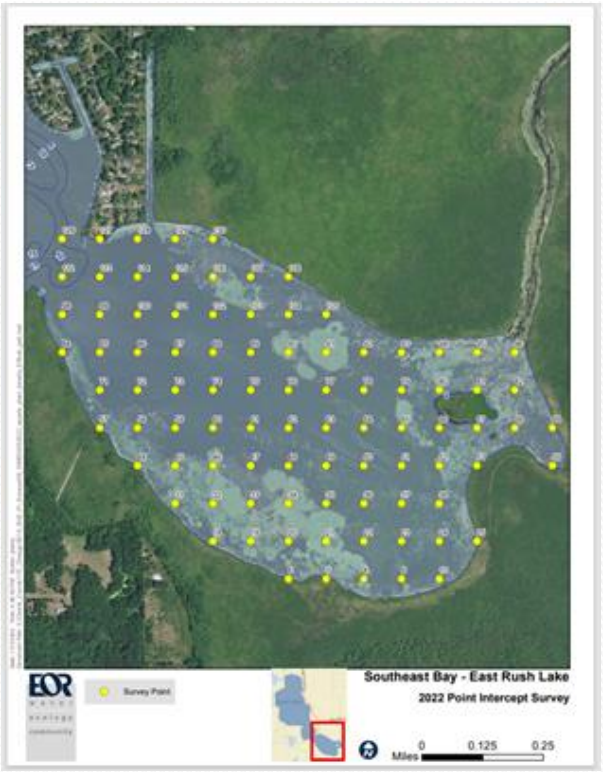




Aquatic Plant Point-Intercept Surveys

- Lakes Surveyed in 2022:
  - Southeast Bay of East Rush
  - Lake Emily
  - Peterson
  - Swamp





- Methodology
  - Frequency of occurrence
  - Track trends over time
  - Compare areas within lakes
- Florisitic Quality Index

Aquatic Invasive Species Treatment

- Curlyleaf Pondweed
- Eurasian Watermilfoil
- Invasive Phragmites
- Improve navigation
- Funding allocated based on littoral zone
- Lakes Treated
  - Chisago, Green, Little Green, North Center, North Lindstrom, South Center, South Lindstrom, Pioneer

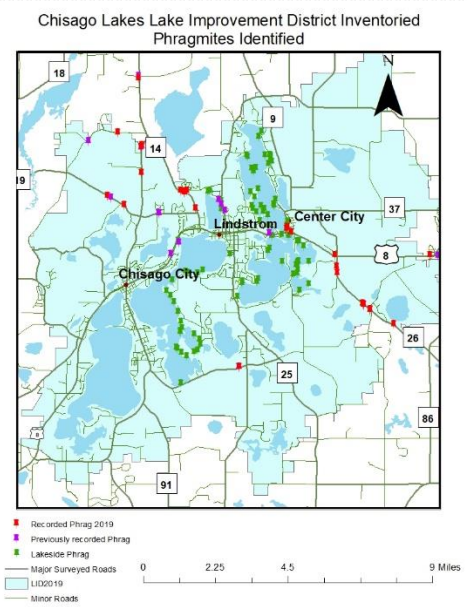






Invasive Phragmites Control

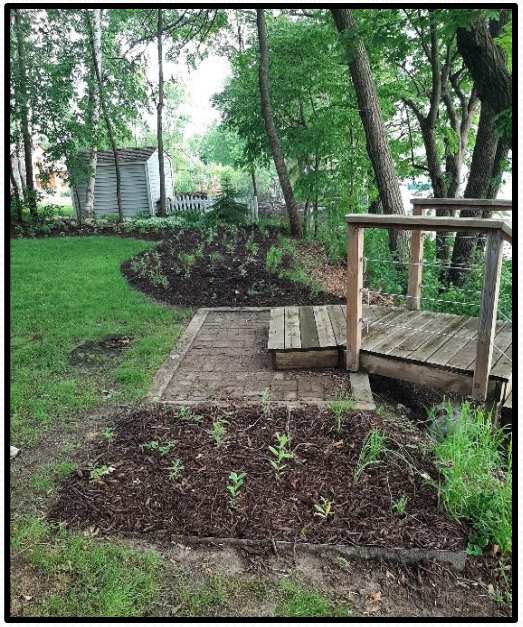
- Semi-Aquatic invasive perennial grass
- Area Lake Associations have taken the lead
- Lakeshore and roadside populations treated
- Control
  - Herbicide treatment (fall)
  - Cut & burn (early winter)





Stormwater Best Management Practices

- Lawns to Legumes Demonstration Neighborhood
- Enhanced Street Sweeping
- Gully Project - Targeted Water: North Center Lake



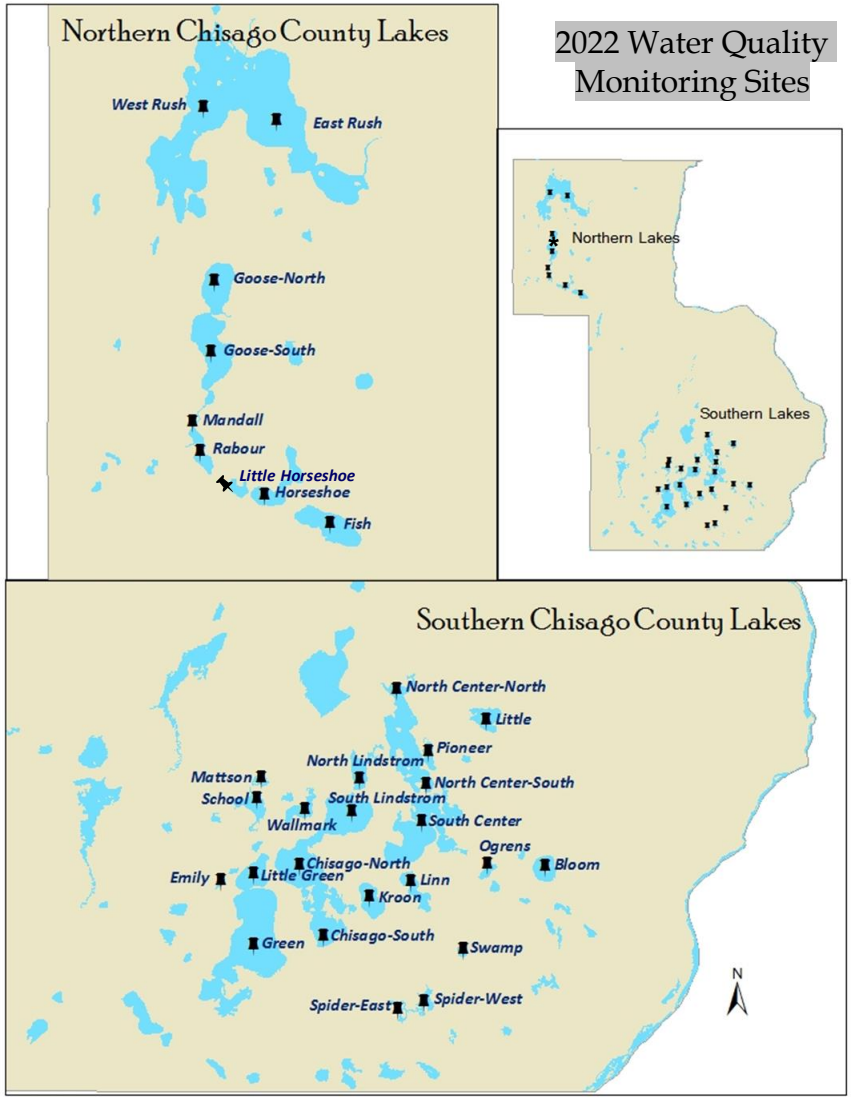




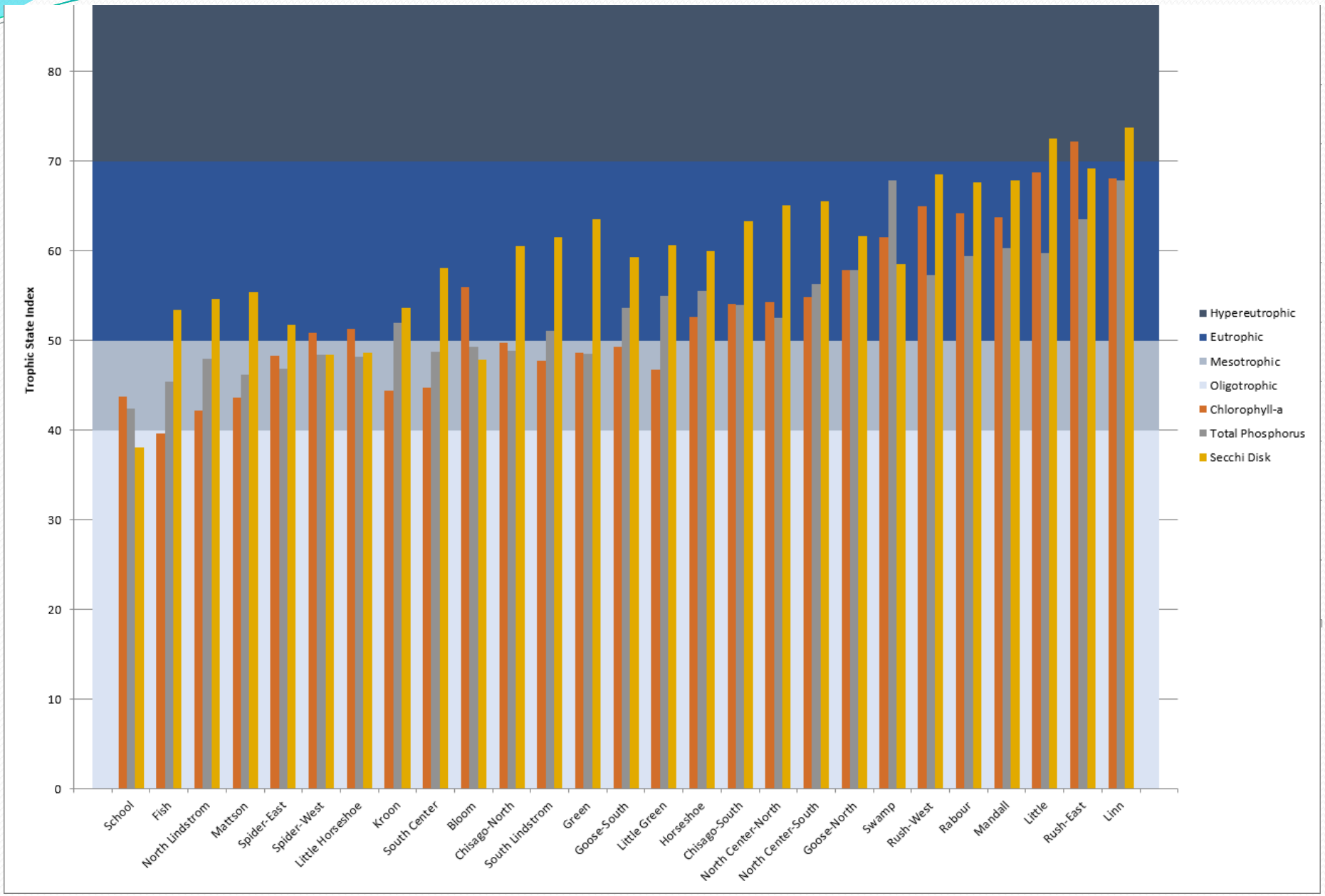
Chisago County
Water Quality Monitoring
Lakes

Water Quality Monitoring

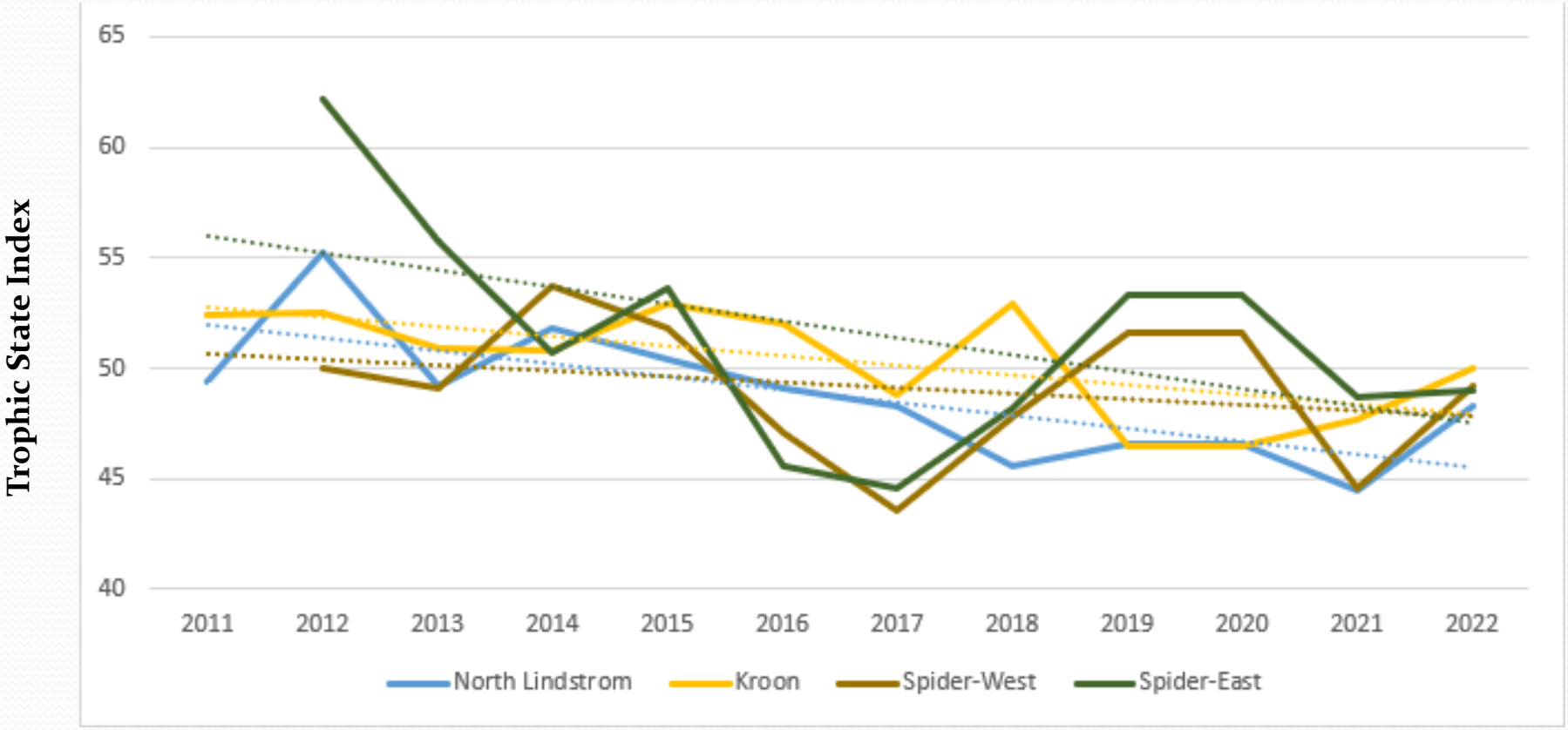
- 22 Staff sites
- 6 Volunteers at 6 sites
  - Greg Anklan, Steven Bratrud, David Gerty, Scott Mower, Peter Storlie, and Scott Thelen
- Once per month
  - May – September
- Chlorophyll, Color, Invasive Plants, Nitrogen, Phosphorus, Physical Condition, Recreational Suitability, Temperature & Transparency



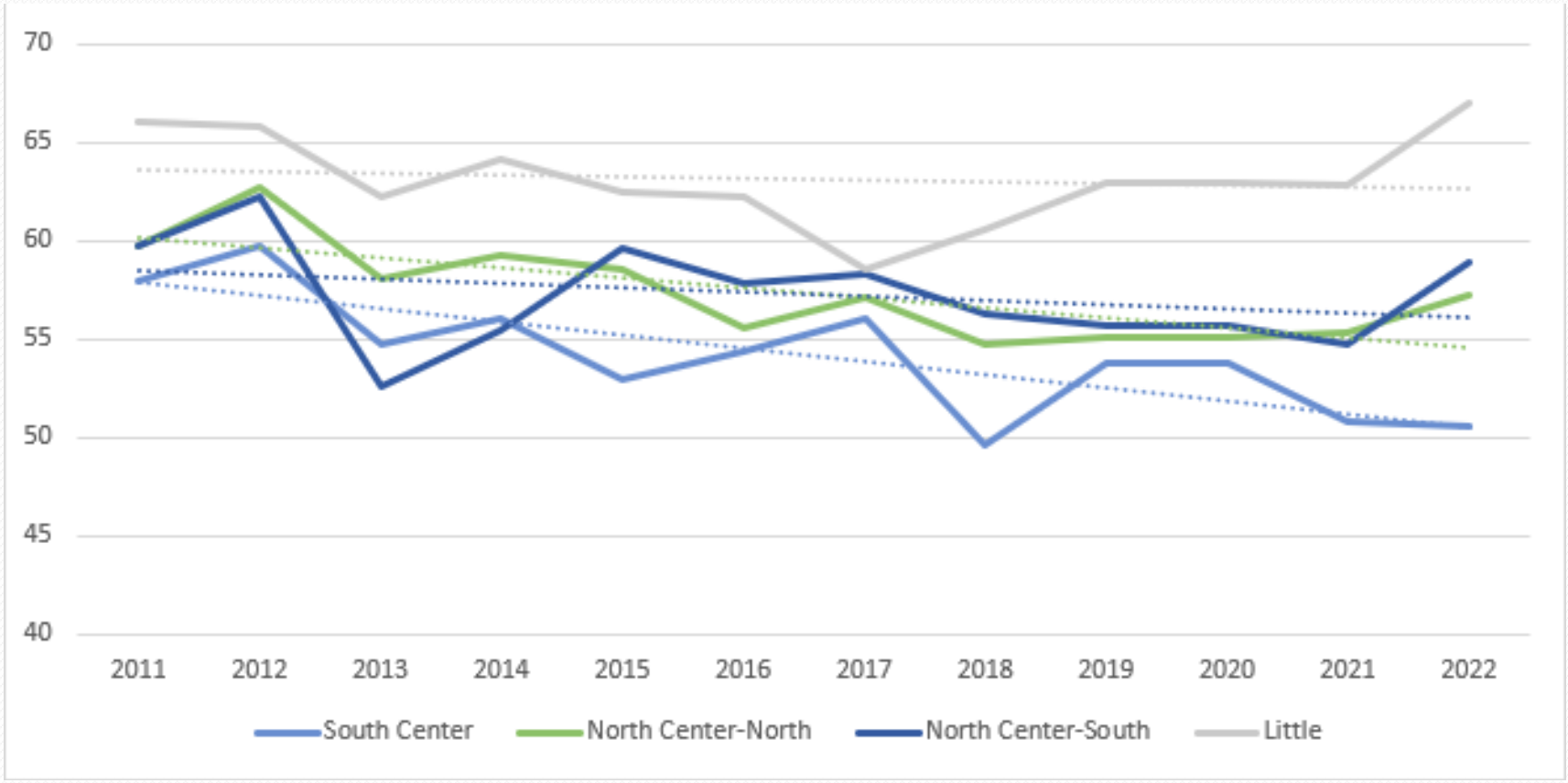
Lake Classification Chart



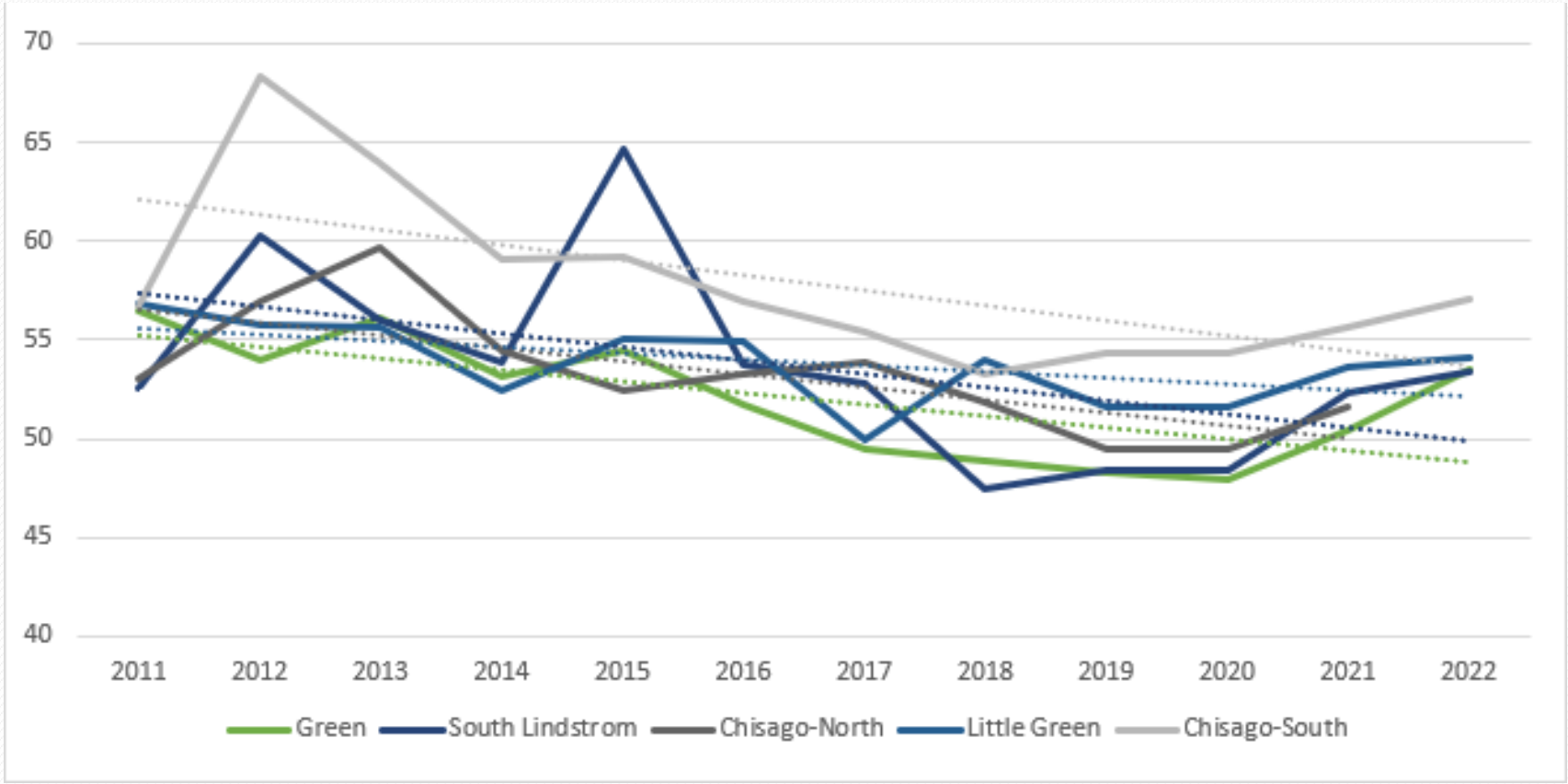
Southern Lakes TSI Trend Mesotrophic 2011-2022



Southern Lakes TSI Trend Eutrophic 2011-2022

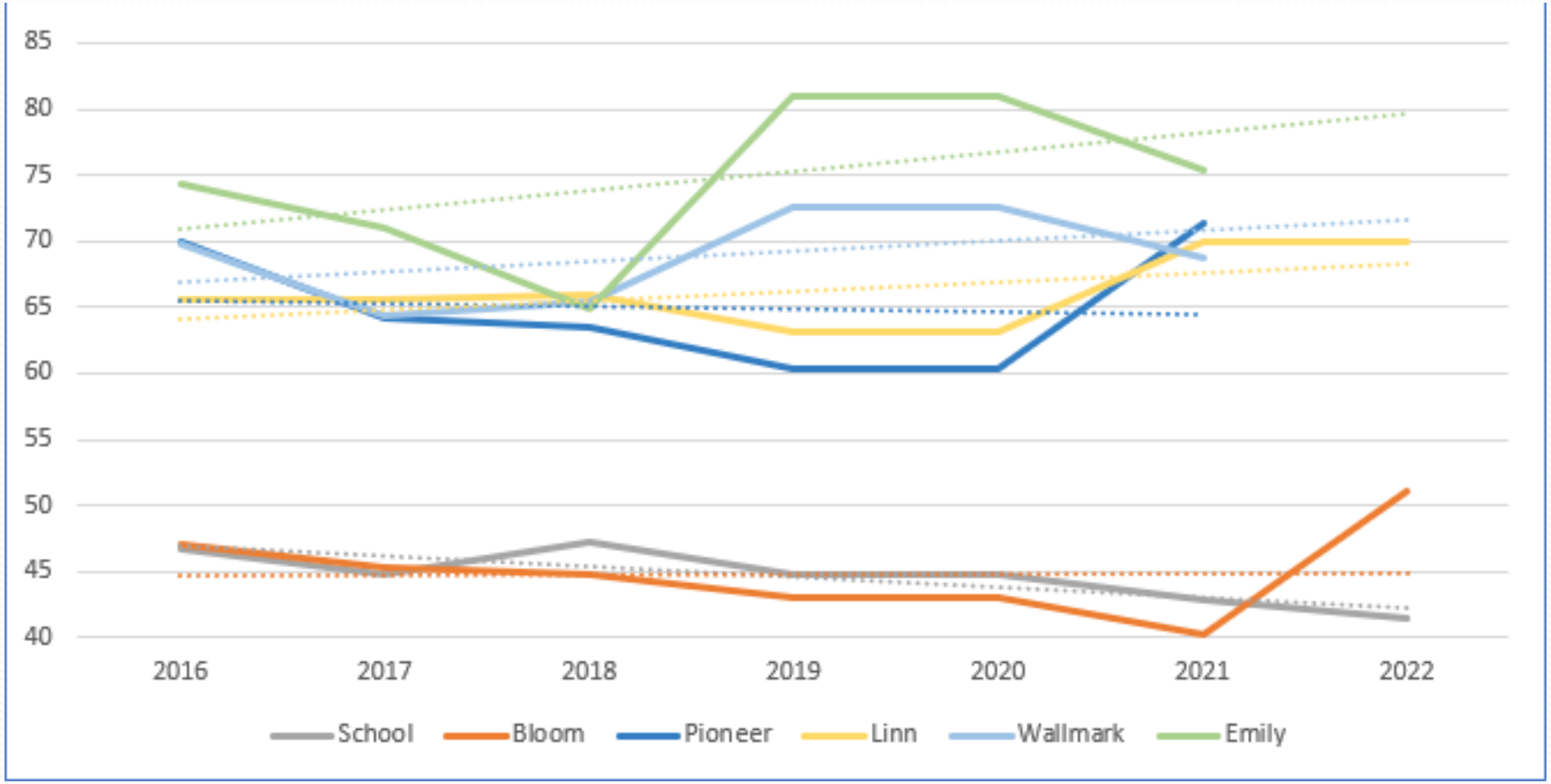


Southern Lakes TSI Trend Eutrophic 2011-2022

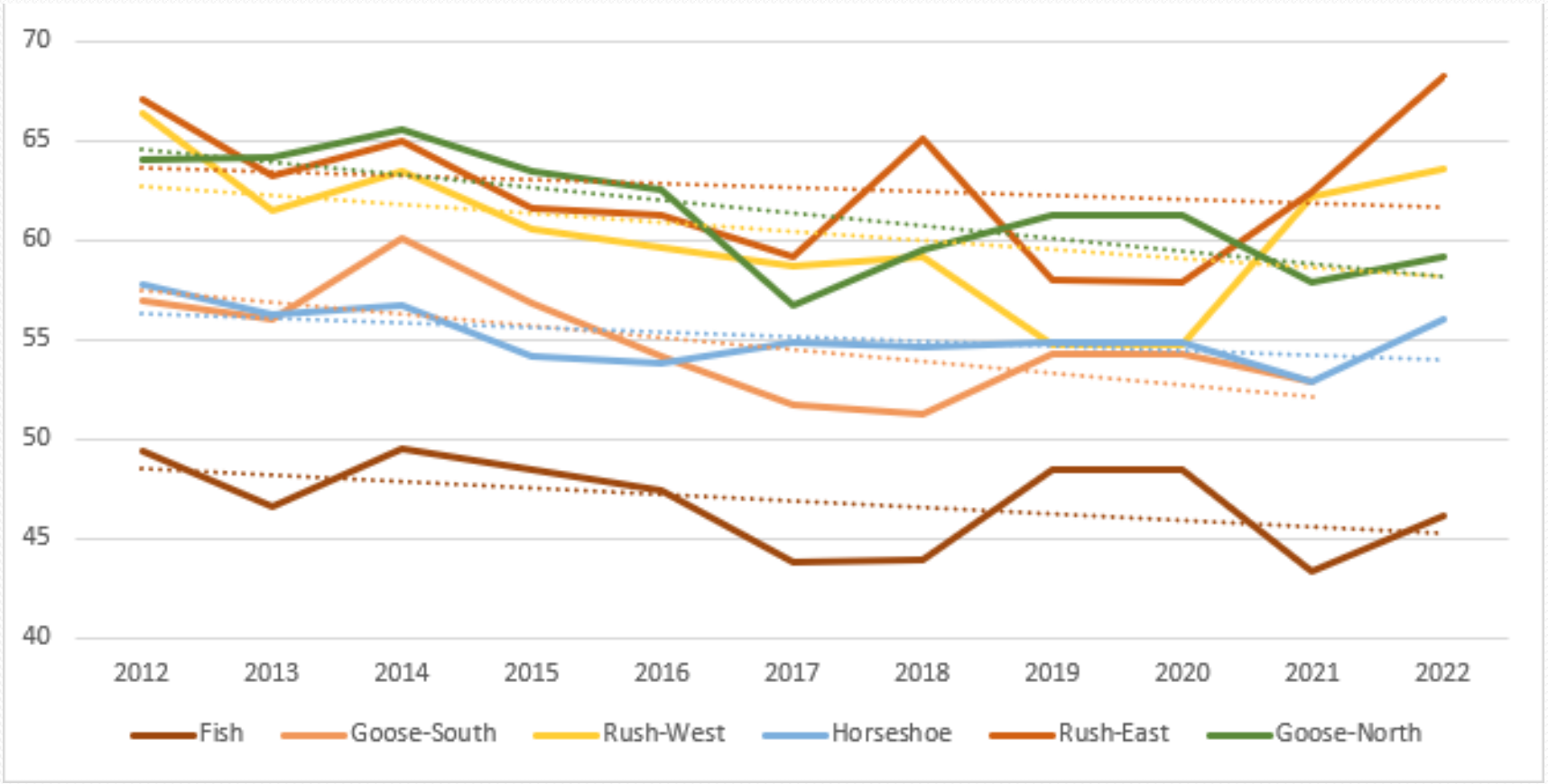


Southern Lakes TSI Trend Lakes 2016-2022

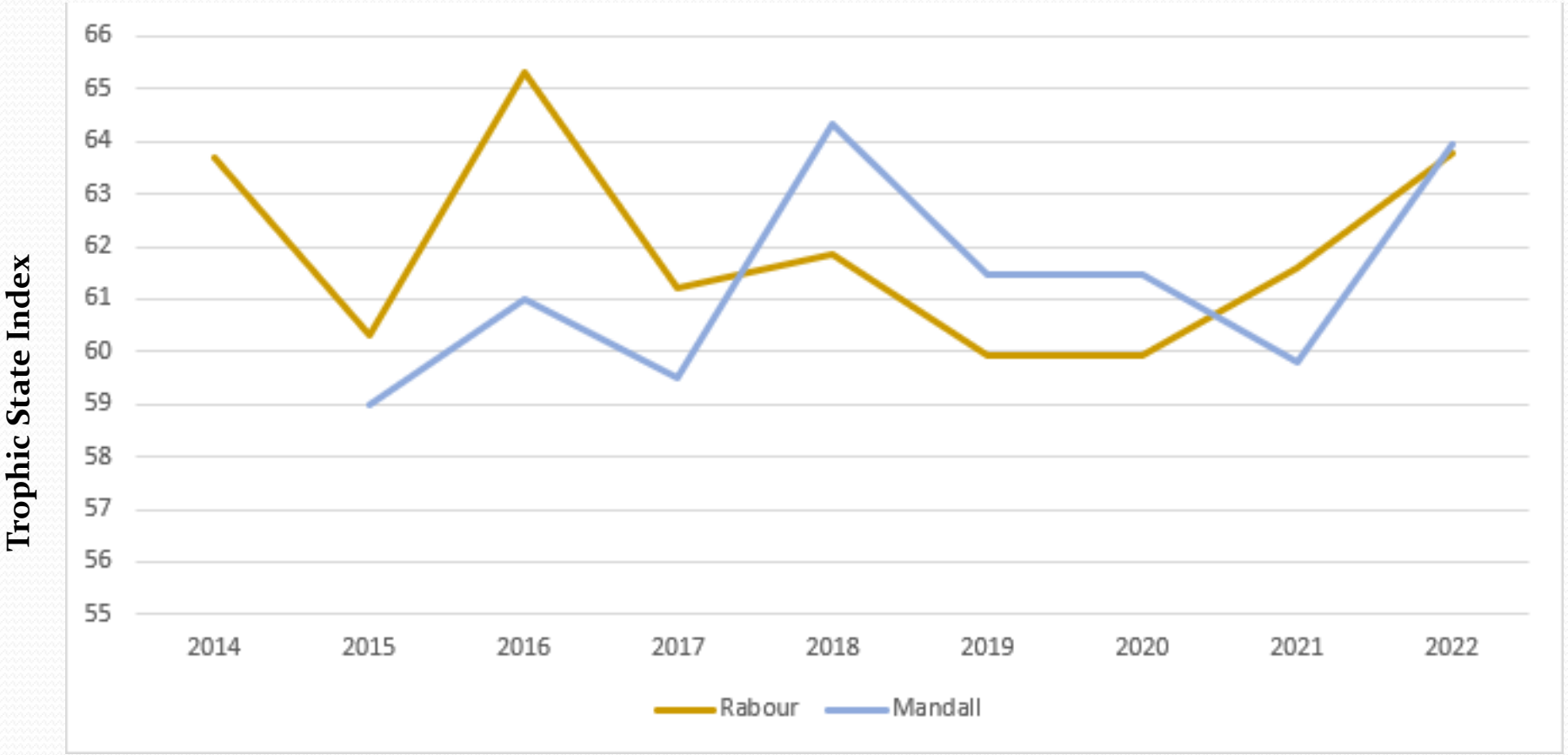
Without Public Water Accesses



Northern Lakes TSI Trend Mesotrophic & Eutrophic 2012-2022



Northern Lakes TSI Trend 2014-2022



Lake Water Quality Predicted Using Water Color

- Jerry Spetzman's Project
  - 2014 - 2021
- Chlorophyll A – amount of algae growing in a waterbody
- MPCA – Record lake water color at sampling site
- Martha Stewart Living Complete Color Palette
  - Color comparisons
- Possible to predict overall TSI based on color of filtered water sample
- https://www.chisagocountymn.gov/363/Water-Quality



"Beach Grass"



Chisago County Aquatic Invasive Species Prevention (AIS)

AIS Prevention, Early Detection, Rapid Response

- Inspection and prevention most important
- Water Monitoring Video for Chisago Lakes Chain of Lakes Watershed
- https://www.youtube.com/watch?v=0AyrgsPx3GA

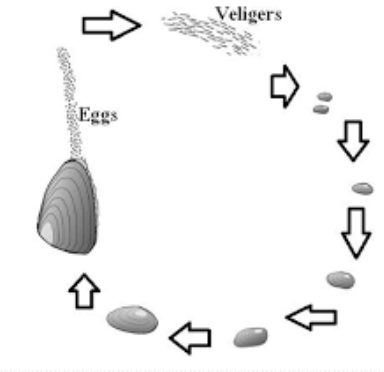






Zebra Mussel Veliger & Spiny Water Flea Monitoring

- Zebra Mussels
  - Microscopic, free-living larvae
  - Form shells
- Spiny Waterfleas
  - Eat native fish food
  - Form clumps on fishing line
- Lakes & rivers monitored
  - Comfort, Fish, Horseshoe, Kroon, Little, Little Green, North Center, North Goose, Rush, South Lindstrom, Spider, Sunrise River at Kost Dam, St. Croix Interstate Park







Zebra Mussel Watch Program

- **72** volunteers installed monitoring plates on their docks
- Lakes monitored:
  - Chisago, Fish, Green, Horseshoe, Kroon, Little, Little Green, Little Horseshoe, Mandall, North & South Center, North & South Goose, North & South Lindstrom, Rabour, Spider, and East & West Rush Lakes.
- Volunteers observed **NO** zebra mussels

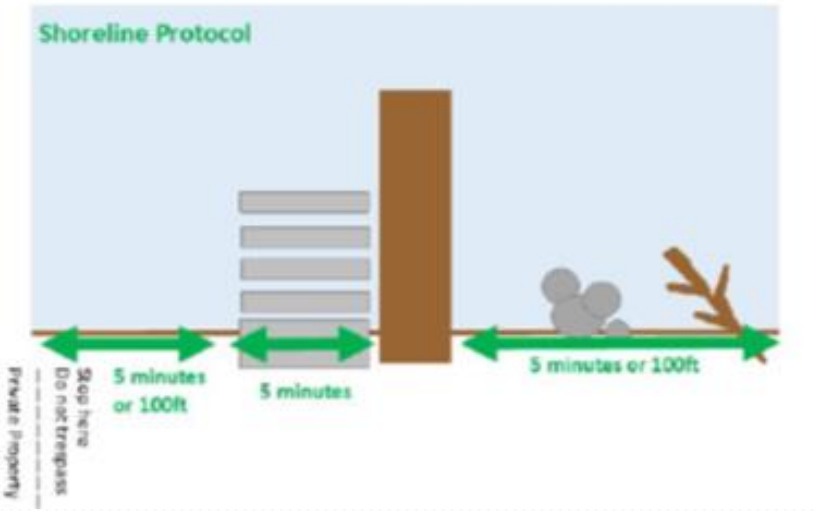




Water Access Monitoring Program

- Monitored for new AIS infestations at public water accesses
- AIS Specialist and Watercraft Inspectors
- Followed shoreline protocol
- Monitored **16** lakes:
  - Chisago/North & South Lindstrom, Comfort, Fish, Goose, Green, Horseshoe, Kroon, Little, Little Green, Little Horseshoe, North & South Center, Rabour, Spider, East & West Rush Lakes
- **NO** new observations of AIS





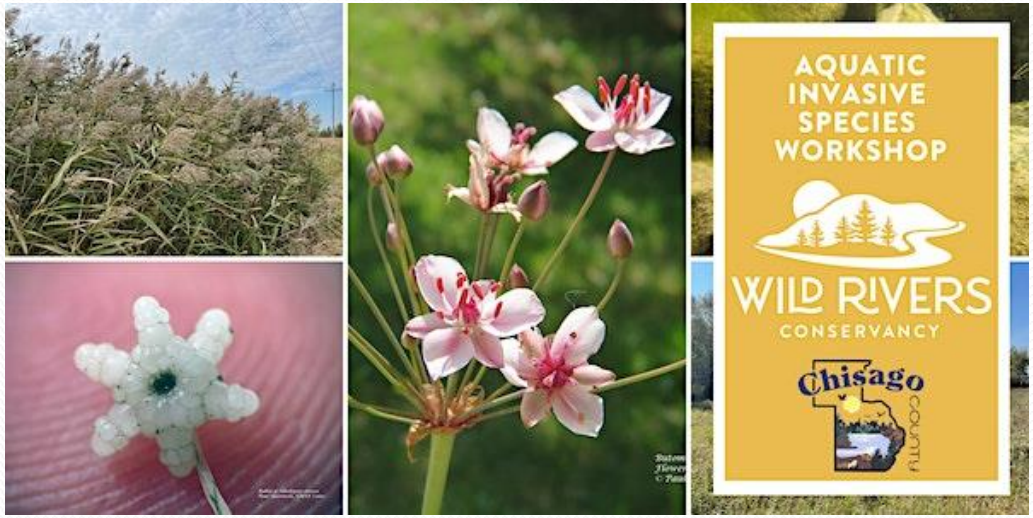
Communication and Education

- AIS Outreach:
  - **23** AIS events
  - **1,850** residents reached
  - **425** children educated
  - Handouts at boat launches, community festivals and 7 bait shops
  - Display at 12 festivals
  - Information at 3 parades
  - Presentation to 8 community groups
  - Aquatic Plant Scientist and Boat Invaders sessions at Children's Water Festival and North Branch Sunrise Elementary



AQUATIC INVASIVE SPECIES PREVENTION WORKSHOP

- May 17th, 2022:
  - Wild Rivers Conservancy, with partners in MN & WI
  - 15 participants learned about invasive phragmites, flowering rush, starry stonewort, and how they affect waterbodies
  - Best management practices
  - Permits required
  - Treatments options to reduce infestations



Starry Trek

- August 20, 2022:
  - Wild Rivers Conservancy, Minnesota Aquatic Invasive Species Research Center, U of M Extension
  - Invasive algae found in MN in 2015
  - 10 volunteers searched 12 lakes for starry stonewort and other invasive species
  - Volunteers did not find starry stonewort



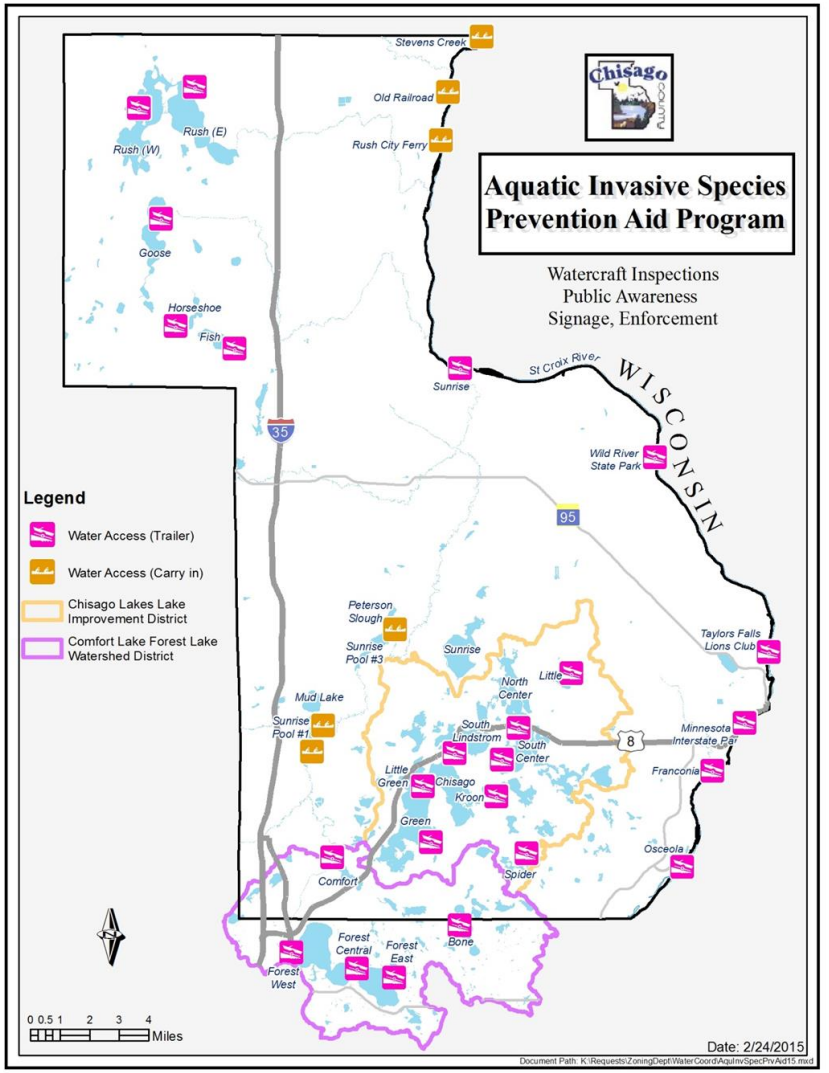


Aquatic Invasive Species Prevention

- Watercraft Inspections
  - Chisago & Northern Washington Counties
  - 24 Accesses







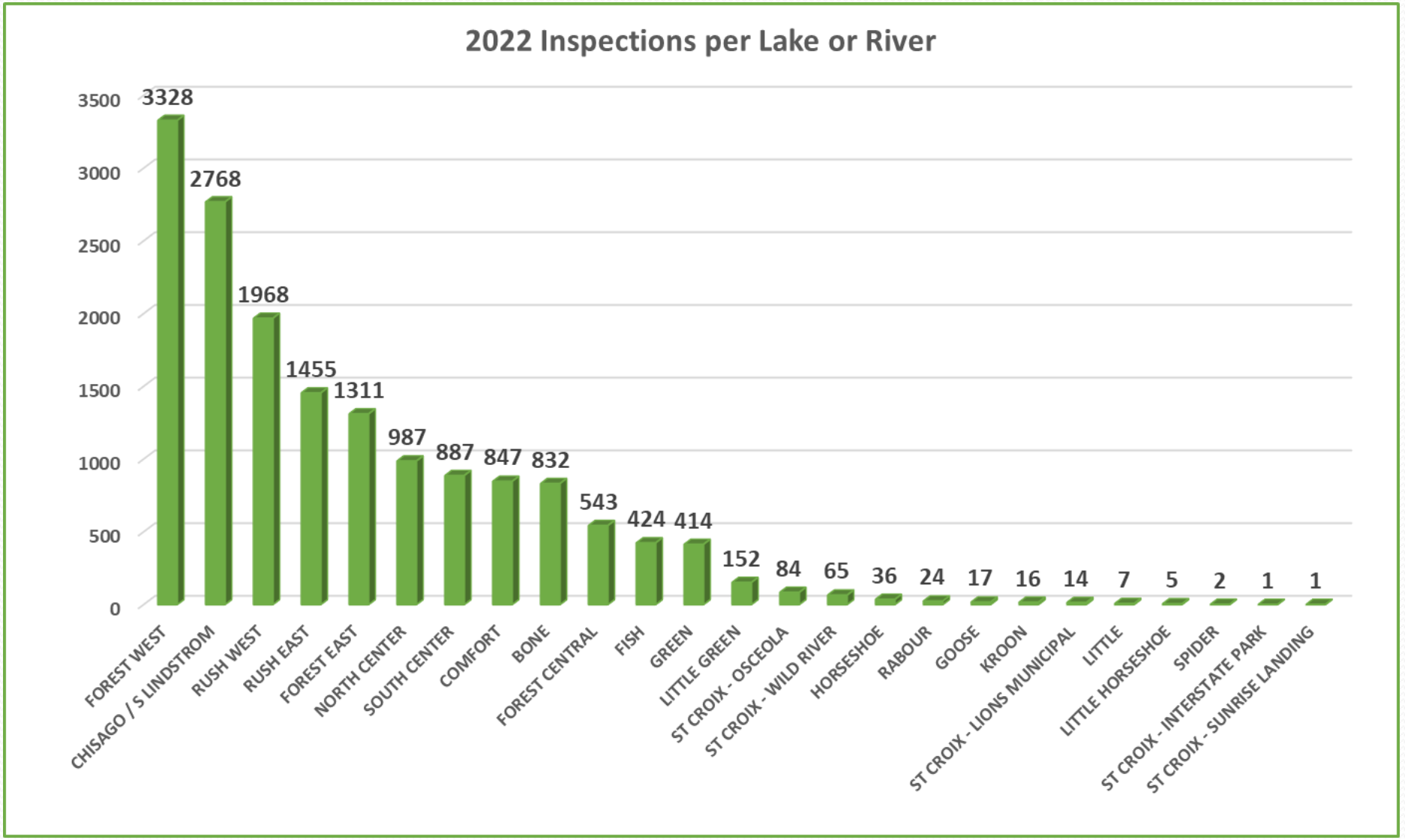
Aquatic Invasive Species Prevention

- 16,188 Watercraft Inspections



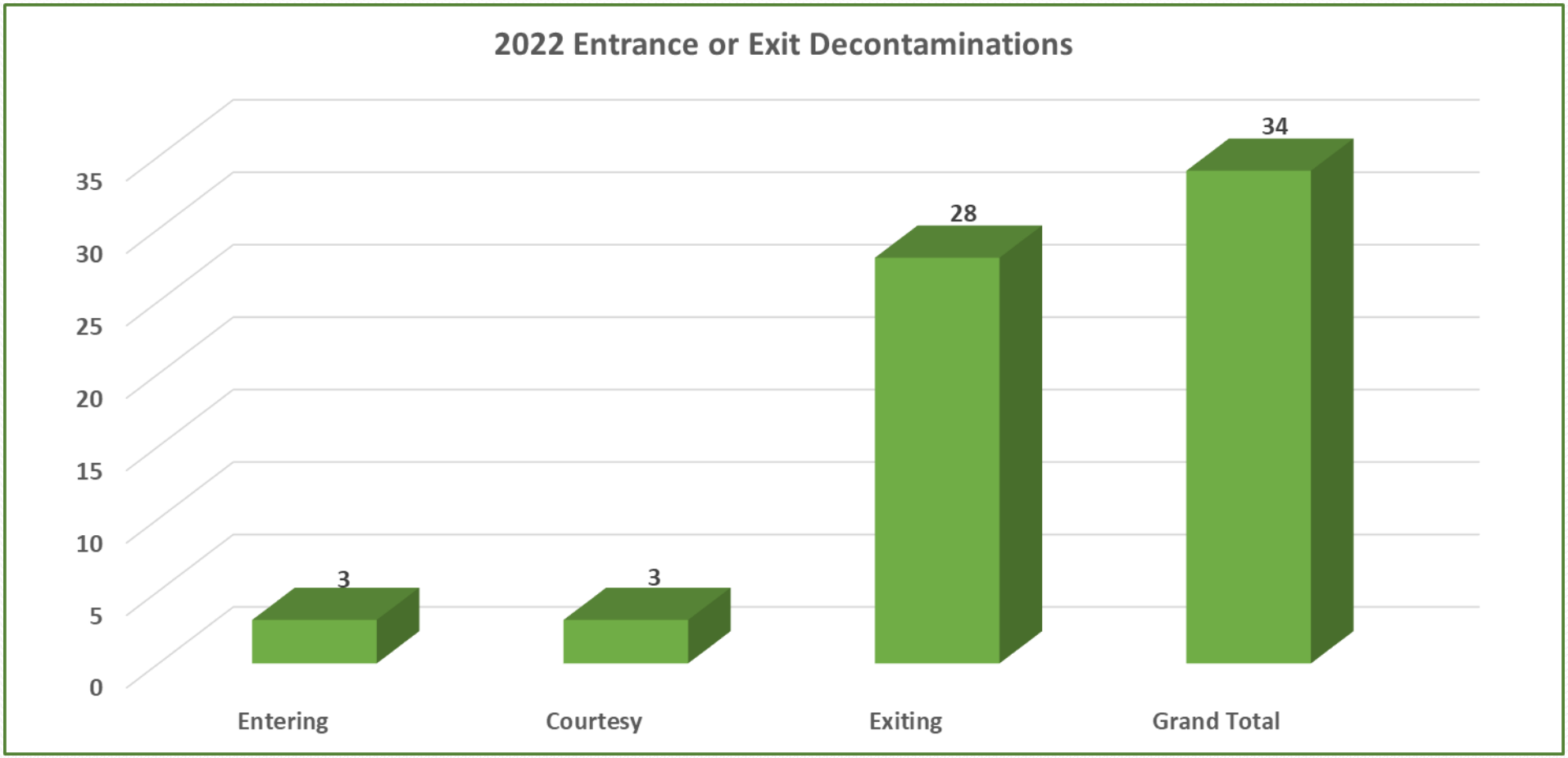
Aquatic Invasive Species Prevention

- Watercraft Inspections per Lake or River



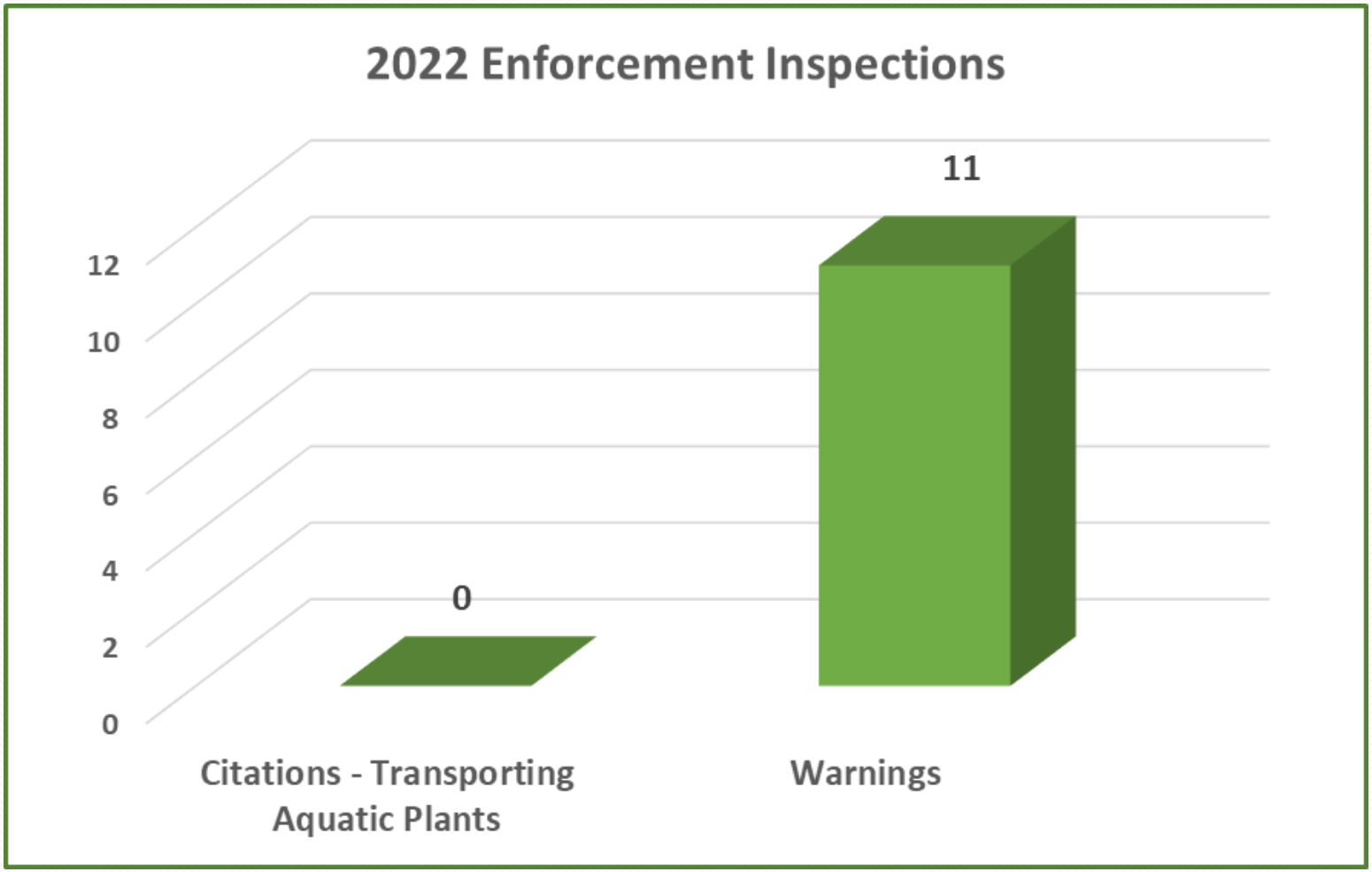
Aquatic Invasive Species Prevention

- 34 Total Watercraft Decontaminations
  - 14 Exiting Decontaminations completed by DNR Watercraft Inspectors



Aquatic Invasive Species Prevention

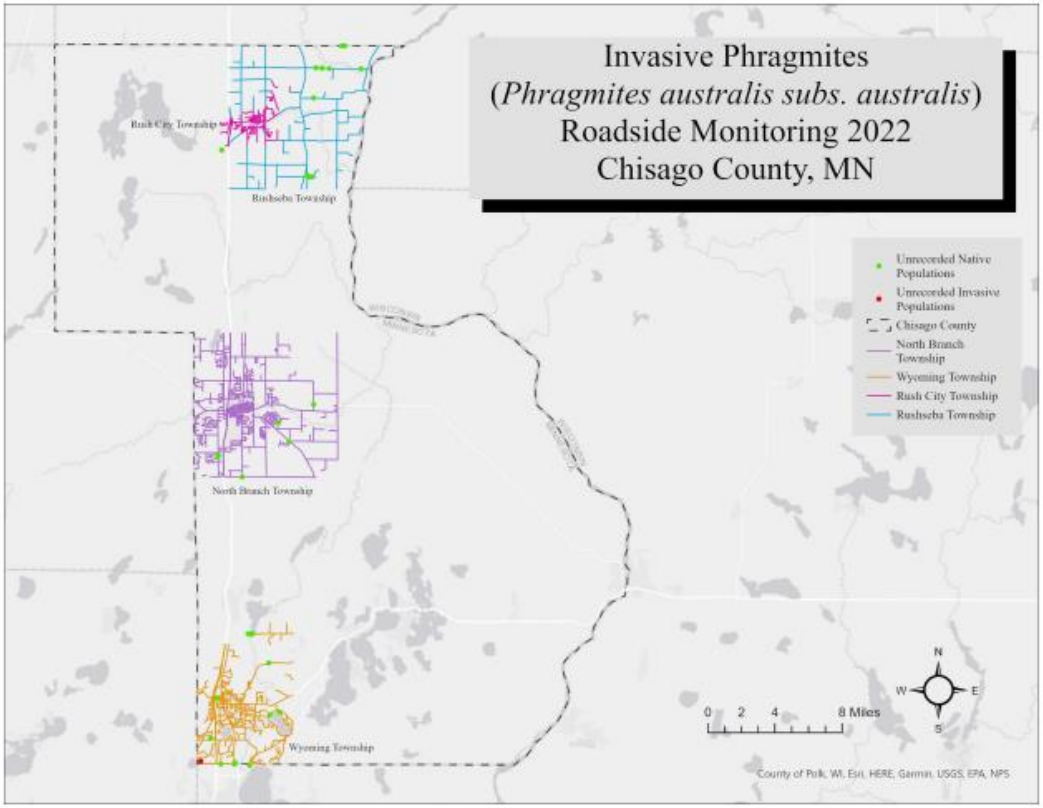
- Enforcement Inspections



Chisago County Water Resources

Invasive Phragmites Planning and Surveys

- Planning Team:
  - Starting in February 2022
  - Meets monthly to identify, map and implement treatment strategies
- Surveys:
  - Partnership with Wild Rivers Conservancy
  - Roadside populations identified & mapped
    - North Branch, Rush City and Wyoming
    - Rusheba Township
  - Zero new
  - 1 Invasive Hybrid in Wyoming



Slow-No-Wake Ordinance

- Approved in 2015
- Temporarily restricts boat speeds within 300 feet of shore during high water for lakes that exceed OHW
- Permanently restricts boat speeds in many channels
- Fish, Goose, Horseshoe, Little, Rush, School, Wallmark under restrictions in 2022
- Restrictions are posted on the Chisago County website at www.chisagocountymn.gov/347/Lake-Levels

Slow-No-Wake Ordinance Restrictions (temporarily restricts boat speeds within 300 feet of shore during high water conditions)

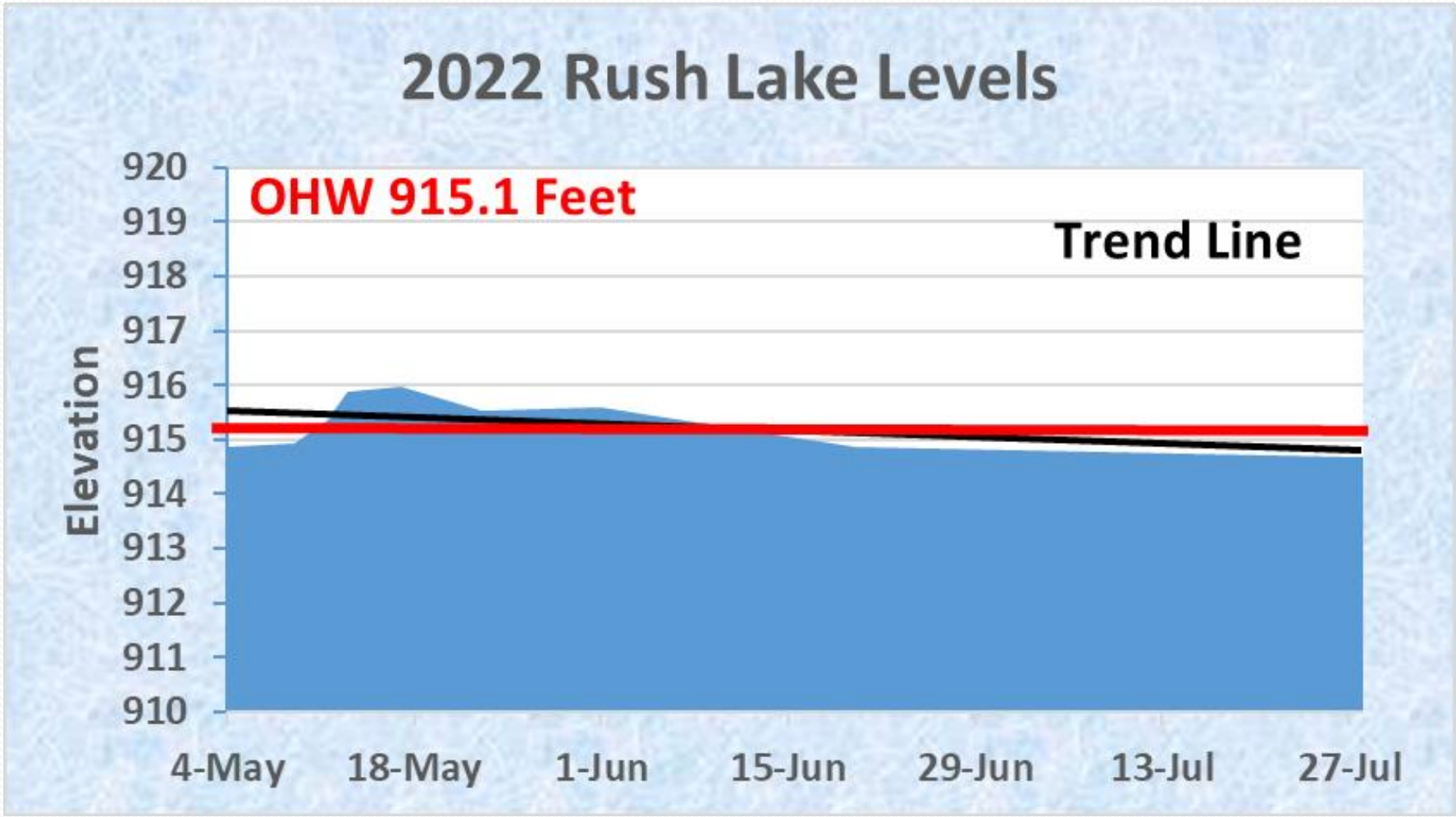
Slow-No-Wake Restrictions

Slow-No-Wake Ordinance Restrictions (temporarily restricts boat speeds within 300 feet of shore during high water conditions)

LAKE		NOTES
School	October 20	Slow-No-Wake restrictions in effect.



Lake Level Monitoring



20th Annual Children's Water Festival

20 Years Strong ~ Thank You for Your Efforts.

- View the 20th Annual video produced by Jack Doepke with Chisago Lakes TV
  https://www.youtube.com/watch?v=83mFTIZtycA













Adopt-a-Drain

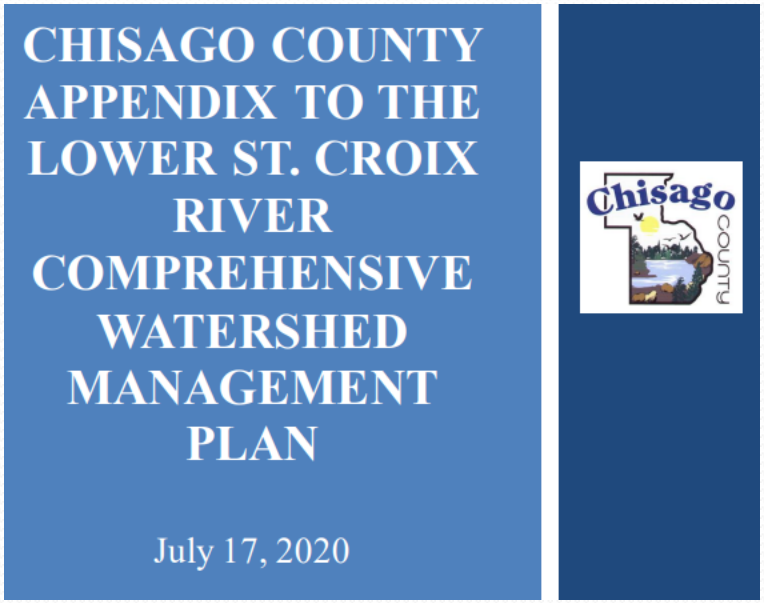
- Chisago County joined in 2022!
- Program sponsored by HU, funded through Chisago SWCD and Lower St. Croix Partnership
- Residents clean drains regularly
- Prevent litter, leaves, grass clippings & dirt from going into lakes and rivers
- Sign up at:
  - https://mn.adopt-a-drain.org/





Chisago County Water Plan Policy Team

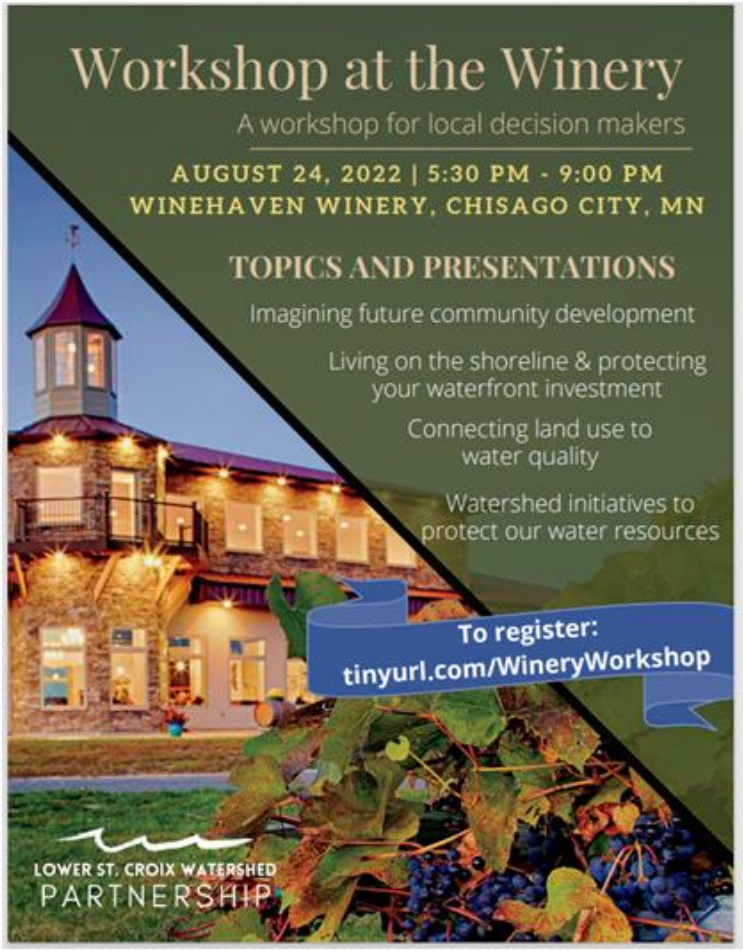
- Since 1998 has set county watershed priorities
- Nine members
  - Five Citizen At-Large
  - Policy and Technical Team
- Since 2017, provided recommendations to County Board for new Comprehensive Watershed Management Plan and County Appendix
- New Team Purpose & Mission in 2022
- Continue to develop a revised Framework in 2023



One Watershed One Plan (1W1P)

- January 18, 2017 County Board resolution
- Local Government Units develop a new watershed-based management plan
- Basin-wide priorities and goals
- November 18, 2020 County Board approved 10-year Comprehensive Watershed Management Plan & County Appendix
- Lower St. Croix Partners received over $1 million for projects in 2021 and 2022
- Lower St. Croix Partnership held two workshops for community leaders and provided education in 2022
- Partnership 2022 Education Video https://www.youtube.com/watch?v=i_LL28QnKyc

One Watershed One Plan



Chisago County Water Resources Facebook Page

- @ChisagoCountyWaterResources
- Upcoming water related activities, recent projects and programs in the LID and in Chisago County
- How to protect water quality in Chisago County
- 51 Total Posts:
  - 25 AIS
  - 26 LID and Water Resources



Thank you

Chisago County Lake Improvement District

Copies of the report are available at: https://www.chisagocountymn.gov/364/Water-Resources-Annual-Reports

We look forward to working with you in 2023!

TAB #17

The Chisago County Senior Center is run entirely by volunteers. Operating expenses are paid through private donations, fees charged for space rental, and fundraisers. It seems there is always need for more volunteers so if you are interested in joining us, please contact the office at (651) 674-8658.

The Chisago County Senior Center has something for everyone. Regularly scheduled dances, reasonably priced lunches, variety of exercise programs, "500" games and much more.

"Our Mission is to enrich the lives of Chisago County Senior citizens & to support their individual lifestyles."

Membership: If you are 50+ years old and reside in Chisago County, MN, you are a member!

Keep in the know! Subscribe to our monthly newsletter for a current activities calendar, lunch menu, etc. Register your subscription in the office. There is no cost for this service.

The Chisago County Senior Center operates under the auspices of the **Chisago County Senior Citizens Board on Aging**. In the late '70s the Board on Aging decided they were in need of a Senior Center. The citizens of Chisago County began fundraising efforts, asking for donations, holding dances, pig roasts, and potlucks. When the money was raised, the old Superior Engineering building was purchased and expanded. The North Branch Senior Dining Site held meals Mondays through Friday, and the Senior Center was used as a multi-purpose center. Activities, programs and events were held daily and occasionally on the weekends.

In 1994, ideas for a new center were discussed. And on a cold Wednesday afternoon in December of 2000, people finally gathered together for a groundbreaking ceremony for the new center. The old building was torn down and we made the move to the new Uptown Maple Commons building in October 2001.

The Senior Center is funded through contracts for services with area townships, cities, individual and business donations, and our Tables Around Town fundraiser.

Chisago County Senior Center
38790 6th Ave
North Branch, MN 55056

Non-Profit
Organization
Postage Paid



April 2023

Senior Center News

Chisago County Senior Center | 38790 6th Ave | North Branch, MN | 651-674-8650

April

Its Spring! Say farewell to
chills & colds!
The blushing, girlish
World unfolds!

Each flower, each leaf,
each blade of turf---
Small love -notes sent
From air to earth!

The sky's a heard of
prancing sheep. The birds
& fields abandon sleep.

And jonquils, tulips,
daffodils
Bloom bright-upon
The bright-eyed hills!

All things renew, all
things begin.
At church, they bring the
lilies in!

-John Updike

Evolution of Dance

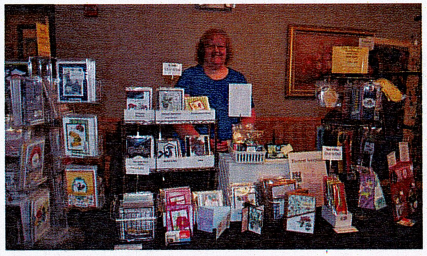
April 29 is International Dancing Day, a day that will be greeted with enthusiasm by those who love to dance and perhaps with dread by those with two left feet. The date commemorates the birthday of Jean-Georges Noverre, the French dancer who is credited with creating ballet during the 18th century. While ballet might be considered the ultimate expression of modern dance, dancing has been a part of humanity since the prehistoric era.

Dancing is a pastime of every human society on Earth. Its ubiquity has led scientists to ask whether dancing is more than just an entertaining diversion. Does dancing play a role in our survival as a species? Neuroscientists have mapped the regions of the brain that are activated when we dance. Unsurprisingly, various parts of our brains associated with locomotion and coordination are involved. Perhaps more surprisingly, dance activates areas associated with emotions, memory, and social interaction. This has led evolutionary scientists to suggest that dancing has long played a vital role in social cohesion and group dynamics.

In the 1800s, sociologist Émile Durkheim coined the term "collective effervescence," the feeling that an individual is a part of something larger than themselves. Amongst our prehistoric ancestors, dancing may very well have been a source of collective effervescence. Anthropologists assert that groups that danced well together formed lasting bonds and alliances. Dancing could even have been a show of power or influence. Group dancing also imparts psychological benefits. When we dance, our brains release endorphins. These feel-good chemicals boost our moods and create a stronger sense of social bonding. A society that dances together is quite likely to be considered stronger than one that does not dance. In this way, dancing could have been advantageous to a society's survival. The next time you hit the dance floor, your survival may not depend on it, but you are participating in a ritual that has been performed by humans since the dawn of civilization.

Thank you to all the crafters, shoppers & volunteers who made the Spring Craft Show such a fun & successful event!









Follow us on Facebook!
Click on Chisago County Senior Center & click 'LIKE' to get updates & fun content!
Stay up to date on upcoming events!

Please note Potluck will be on the 3rd weekend in April & May due to Easter & Mother's Day!

Presentation from Ecumen North Branch & Ecumen Hospice
April 6 11am
Senior Center Dining Room

Grab your dancing shoes- Let's

DANCE!!!

Thursday, April 20 1-4pm
Chisago County Sr Center!

Admission is $7! Light lunch served at break! Set ups available!

Music by Dick Szyplinkski!



Join Us for Morning Coffee!



A place where friends meet!
Monday- Friday
8am- 1pm
Chisago County Senior Center

Dine & Discover

No Cost/Donations accepted

Brought to you by: Chisago Age Well Coalition, funded by and Chisago Lakes Area Foundation and various community member and agency donations

Session will cover -Estate Planning; Palliative vs. Hospice Care; Medicare vs. Medicaid; Benefits of Funeral Preplanning; ; and What is a Death Doula?

'Before I Go... Peace-by-Piece End-of-Life Planning'

Wednesday, April 19, 2023
- 9 a.m. Rushseba Senior Living, Rush City
- 12:30 p.m. Chisago Lakes Area Library, Chisago City
- 3 p.m. Chisago County Senior (Community) Center, North Branch



Shelley Beckman is the Community Relations Director at Sendoff – Funerals Reimagined and the Roberts Family Funeral Home. She is also an End-of-Life (Death) Doula. Shelley understands that many feel uncomfortable talking about their own mortality, thus, the reason so many people are caught off-guard and not prepared when death strikes. Through Shelley's personal passion and professional advocacy for end-of-life planning, she strives to inspire, empower, and enhance lives by redirecting people to focus their thinking on those that they love.

Registration Required Preferably by Friday, April 14, 2023
https://northbranch.cr3.rschooltoday.com/public/getclass/category_id/-1/program_id/14
Or call: 651.674.1025 Questions contact: cawcadmin@chisagoagewell.org
Check-in begins 30 minutes before each session

Mission Statement

" Our mission is to enrich the lives of Chisago County senior citizens & to support their individual lifestyles"

Board of Directors

Carol Gilquist, President
Carol Stradinger, Vice President
Judy Nelson, Secretary
Todd Fisk, Treasurer

Directors:

Jon Ekstrom, Gary Fladland, Connie Kaiser, Joe Kolb, Pat Menne-Hannigan, Betty-Anderson Schlipp, Gwen Swenson, Marge Scheele & Pam Schultz

Board Meeting every 3rd Thursday of the month at 9:30am at the senior center

OPEN TO ALL! Join Us!

We're Searching for Volunteers

Have a few hours one day a week to spare? A few hours to give to the senior center? Volunteers are needed in the office! Give us a call to help out!

651-674-8658

Thank you to the Memorials we received honoring
Randy & Laura Fiscum

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***18***
Title of Item for Consideration: Report and Recommendations from the April 12, 2023 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 April 12th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

Current Year-to-Date Financial Update

The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. **The Committee recommended accepting the reports.**

2024 Budget 'Kick-off' and Schedule

The Committee discussed the DRAFT 2024 Budget and Levy Schedule and the process for Department presentations for the 2024 Budget.

Fund Balances and Fund Balance Policy Discussion

County Auditor-Treasurer Bridgitte Konrad discussed the County's preliminary Fund Balances and Fund Balance Policy. *No Action at this time.*

Voting Equipment Discussion

County Auditor-Treasurer Bridgitte Konrad discussed County election equipment replacement. Ms. Konrad requested the Board authorize use of approximately $31,000 of the funds we have set aside for election equipment in 2022 to purchase a Scan and Touchwriter for the new Chisago City precinct and an additional Scan for the other three precincts. *The Committee recommended approval*.

Sales Tax Agreement

The Committee discussed the recently changes to the local tax agreements with the Department of Revenue. There are 4 changes in 2023 1) the administrative fee 2) the transmittal of tax revenue to local governments, 3) the notice date of any changes, and 4) the withholding when the tax ends. *No Action at this time.*

Harris Shop Improvements

County Engineer Joe Triplett discussed the recently received Harris Shop Building bids. The total project amount is $2,244,107. The County Board has already allocated $900,000 from the County's ARPA allocation to the project. The Committee recommended allocating the additional $1.35M in

excess General Fund Balance to the project.

ARPA – Online Permitting/Licensing Module – Environmental Services

County Environmental Services Director discussed the Ki Chi Saga Structure quotes, the Single Track Mountain Bike Course at Ki Chi Sara Park, and the Park Maintenance Cold Storage Facility. Due to pricing the all three projects required additional funding to complete the projects.

The Committee recommended the re-allocation of $145,0305 in ARPA 0180-ENVS dedicated funds to the ARPA 0304-ENVS, ARPA 0240-ENVS, and ARPA 0117-ENVS projects; AND authorization to proceed with the use of County Recorders Dedicated Technology Fund balance in support of current estimated 3-year term Enterprise Permitting & Licensing software services.

Attachment:

- April 12th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the April 12th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee individually with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the April 12th Budget and Finance Report."

and

"Move to approve the 2024 Chisago County Budget and Levy Schedule."

and

"Move to authorize the use of approximately $31,000 of the funds the County has set aside for election equipment in 2022 to purchase a Scan and Touchwriter for the new Chisago City precinct and an additional Scan for the other three precincts.

and

"Move to approve funding the Harris Shop project with $1.35M of General Fund Dollars to complete and begin the project."

and

"Move to approve the re-allocation of $145,0305 in ARPA 0180-ENVS dedicated funds to the ARPA 0304-ENVS, ARPA 0240-ENVS, and ARPA 0117-ENVS projects; AND authorization to proceed with the use of County Recorders Dedicated Technology Fund balance in support of current estimated 3-year term Enterprise Permitting & Licensing software services. ."

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

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, April 12, 2023

3:00 PM • Boardroom

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

PROPOSED AGENDA

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

II. 2024 Budget 'Kick-off' and Schedule
   - a. 'County Values' Budgeting

III. Fund Balances and Fund Balance Policy Discussion

IV. Voting Equipment Discussion

V. Sales Tax Agreement

VI. Harris Shop Improvements

VII. ARPA – Online Permitting/Licensing Module – Environmental Services

VIII. ARPA – Chisago County Parks
   - a. Chisago County Off-road Biking Course
   - b. Ki Chi Saga Park Municipal Building
   - c. Parks Maintenance Cold Storage Building

IX. County Outreach and Initiative Coordinator

X. Other B/F Items

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2023
25% OF YEAR COMPLETE

I.

	2023 Budget As Amended	As of 03/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200.00	53,345.00	33%	MICA dues paid in Feb
District Court	212,500.00	35,339.00	17%	
Law Library (Restricted)	161,092.00	9,422.00	6%	
County Administrator	71,800.00	23,295.00	32%	Misc dues paid in Feb
Auditor-Treasurer	28,110.00	1,228.00	4%	
Audit	100,000.00	5,600.00	6%	
Assessor	39,400.00	6,728.00	17%	
Enterprise Services	3,875,679.00	888,489.00	23%	
Central Services	113,589.00	12,880.00	11%	
Elections	202,725.00	25,904.00	13%	
County Attorney	71,450.00	30,984.00	43%	Misc dues paid in Feb
County Attorney Forfeiture (Restricted)	29,417.00	-	0%	
Recorder	16,950.00	6,441.00	38%	1st Half Title Examiner Fees
Recorder Compliance/Technology (Restricted)	2,270,318.00	8,707.00	0%	
Maintenance	1,005,378.00	220,364.00	22%	
Planning & Zoning	261,500.00	48,494.00	19%	
				Longevity Bonuses
				Worker's Comp/General Ins pymts
General Government	2,027,563.00	1,932,851.00	95%	HRA-EDA Loan
Contingency	109,747.00	-	0%	
Sheriff	991,760.00	311,909.00	31%	Misc dues paid in Feb
Sheriff Forfeitures (Restricted)	35,320.00	17,764.00	50%	
Boat & Water (Restricted)	-	-		
Sheriff's Reserve (Restricted)	10,903.00	1,944.00	18%	
Snowmobile Safety (Restricted)	-	-		
Sheriff's Contingency (Restricted)	4,828.00	-	0%	
Gun Permits (Restricted)	181,846.00	6,851.00	4%	
Project Lifesaver (Restricted)	5,121.00	-	0%	
Public Safety Grants (Restricted)	114,453.00	7,709.00	7%	
Coroner	153,159.00	36,072.00	24%	
County Jail	742,150.00	148,075.00	20%	
Jail Canteen (Restricted)	136,391.00	4,202.00	3%	
Probation & Parole	138,106.00	57,054.00	41%	1st Half Sentence to Serve Fees
Emergency Management	44,580.00	30,733.00	69%	2023 CODERED Svc Fee
E-911 (Restricted)	371,715.00	-	0%	
Controlled Substances - Share of Fines (Restricted)	3,730.00	-	0%	
Historical Society	35,210.00	15,105.00	43%	1st Half Allocation
Regional Library	748,331.00	374,165.00	50%	1st Half Allocation
Parks	131,000.00	8,158.00	6%	
County Agricultural Society	16,000.00	8,000.00	50%	1st Half Allocation
County Extension Services	138,700.00	9,201.00	7%	
Soil & Water	150,000.00	75,000.00	50%	1st Half Allocation
Water Quality Grant (Restricted)	359,089.00	826.00	0%	
Sewer Grants (Restricted)	43,344.00	-	0%	
Wetland Grant (Restricted)	5,000.00	5,000.00	100%	
Watercraft Inspection (Restricted)	141,731.00	401.00	0%	
Economic Development	70,000.00	-	0%	
TOTAL GENERAL FUND	***$ 15,530,885.00***	***$ 4,428,240.00***	***29%***	
SELF INSURANCE FUND				
Other General Government	300,000.00	-	0%	
TOTAL SELF INSURANCE FUND	***$ 300,000.00***	***$ -***	***0%***	
ROAD AND BRIDGE FUND				
Surveyor	8,050.00	1,803.00	22%	
Highway Administration	38,500.00	8,832.00	23%	
Highway Engineering	2,646,450.00	293,896.00	11%	
Highway Construction	9,500,000.00	806,458.00	8%	
Highway Maintenance	2,739,300.00	494,868.00	18%	
Equipment Maintenance/Shop	898,700.00	295,496.00	33%	Equipment repairs; Gas and Oil
Traffic Operations	391,500.00	11,043.00	3%	
TOTAL ROAD AND BRIDGE FUND	***$ 16,222,500.00***	***$ 1,912,396.00***	***12%***	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2023
25% OF YEAR COMPLETE

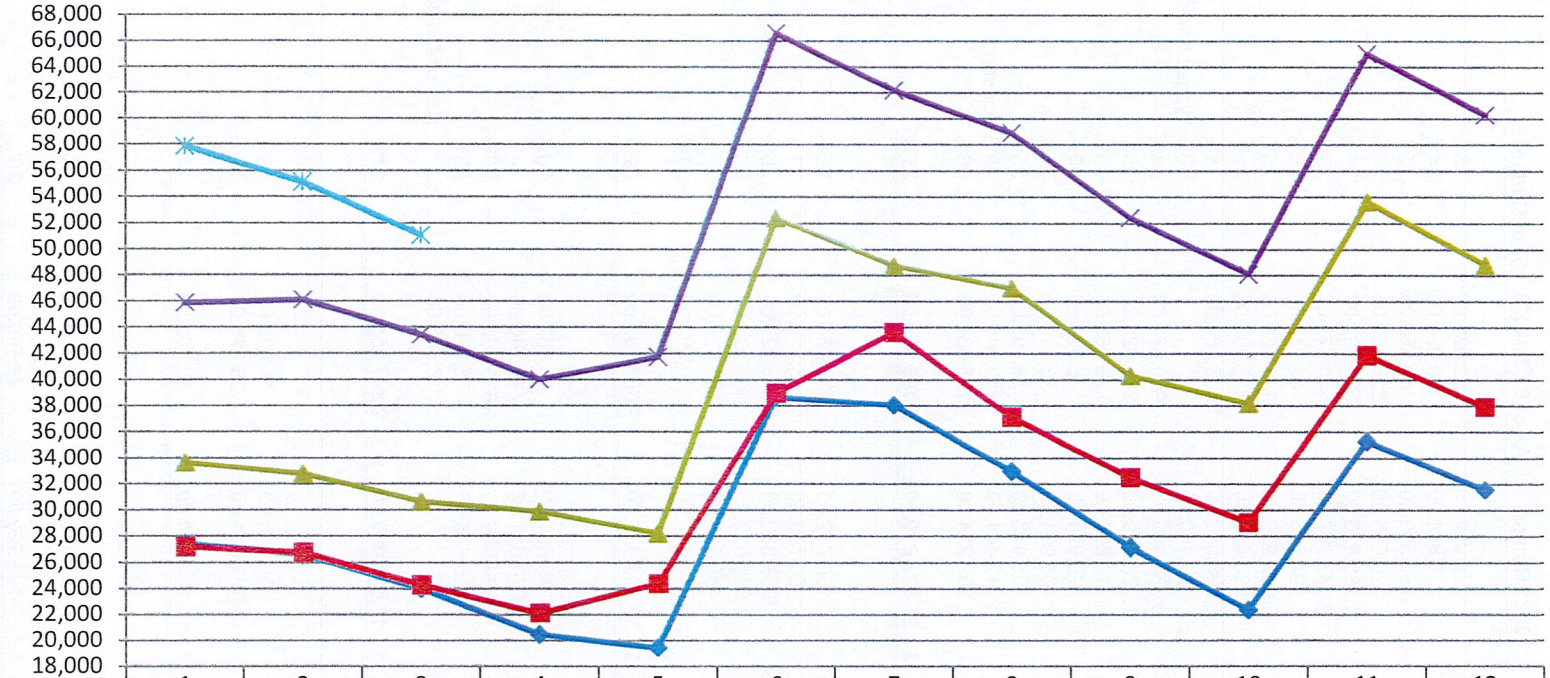
	2023 Budget As Amended	As of 03/31/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150.00	6,922.00	19%	
Income Maintenance	768,800.00	194,930.00	25%	
Social Services	3,918,493.00	658,245.00	17%	
Local Collaborative	-	19,560.00		Not County funds
Public Health Nursing	343,470.00	39,426.00	11%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,067,913.00***	***$ 919,083.00***	***18%***	
BUILDING FUND				
General Government	524,750.00	132,262.00	25%	Honeywell lease payment
Score Grant Fund	17,000.00	-	0%	
TOTAL BUILDING FUND	***$ 541,750.00***	***$ 132,262.00***	***24%***	
CAPITAL EQUIPMENT FUND				
Administration	25,000.00	-	0%	
Armer Radio - Replacement Fund	230,930.00	-	0%	
Auditor-Treasurer *(Elections)*	164,500.00		0%	
Enterprise Servcies	993,036.00	36,790.00	4%	
HHS	80,000.00		0%	
Maintenance	227,772.00	54,149.00	24%	
Other General Government *(Unallocated)*	163,181.00		0%	
Sheriff	627,179.00	31,307.00	5%	
Highway	968,530.00	189,900.00	20%	
Parks	357,824.00	12,024.00	3%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,837,952.00***	***$ 324,170.00***	***8%***	
SOLID WASTE FUND				
Score Grant Fund	263,250.00	18,041.00	7%	
HHW Operations	721,250.00	51,571.00	7%	
TOTAL SOLID WASTE FUND	***$ 984,500.00***	***$ 69,612.00***	***7%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802.00	68,023.00	5%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802.00***	***$ 68,023.00***	***5%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	186,000.00	12,477.00	7%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 186,000.00***	***$ 12,477.00***	***7%***	
DEBT SERVICE FUND				
Road Debt	2,009,910.00	1,721,156.00	86%	Principal + Interest
HHS Debt	261,765.00	224,609.00	86%	Principal + Interest
Library Debt	469,088.00	415,560.00	89%	Principal + Interest
Jail Debt	1,048,465.00	787,884.00	75%	Principal + Interest
Business Park Bonds	241,815.00	188,104.00	78%	Principal + Interest
Capital Projects	667,199.00	522,760.00	78%	Principal + Interest
TOTAL DEBT SERVICE FUND	***$ 4,698,242.00***	***$ 3,860,073.00***	***82%***	
TOTAL ALL FUNDS	***$ 48,766,544.00***	***$ 11,726,336.00***	***24%***	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 03/31/2023
25% OF YEAR COMPLETE

	2023 Budget	As of 03/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	224,952.00	52,536.00	23%	
County Administrator	710,811.00	170,085.00	24%	
Auditor-Treasurer	755,366.00	189,366.00	25%	
Assessor	890,015.00	228,783.00	26%	
Enterprise Services	1,995,626.00	521,092.00	26%	
County Attorney	2,147,207.00	540,675.00	25%	
Recorder	394,525.00	102,219.00	26%	
Maintenance	609,626.00	141,469.00	23%	
Planning & Zoning	930,468.00	233,998.00	25%	
Sheriff	6,798,558.00	1,690,362.00	25%	
Public Safety Grants	21,180.00	-	0%	Wages transferred at year end
County Jail	3,684,060.00	900,077.00	24%	
Probation & Parole	1,128,769.00	278,625.00	25%	
Emergency Management	112,864.00	28,255.00	25%	
Parks	379,994.00	75,826.00	20%	
Water Quality Grant	105,931.00	33,016.00	31%	
Wetland Grant	105,443.00	26,795.00	25%	
Watercraft Inspection	212,401.00	19,946.00	9%	Seasonal
Non-Levy Departments	669,214.00	175,534.00	26%	
TOTAL GENERAL FUND	***$ 21,877,010.00***	***$ 5,408,659.00***	***25%***	
ROAD AND BRIDGE FUND				
Surveyor	156,712.00	38,864.00	25%	
Highway Administration	360,716.00	85,532.00	24%	
Highway Engineering	997,380.00	248,228.00	25%	
Highway Maintenance	1,679,032.00	468,533.00	28%	
Equipment Maintenance/Shop	485,665.00	131,639.00	27%	
Traffic Operations	212,630.00	30,002.00	14%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135.00***	***$ 1,002,798.00***	***26%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	249,951.00	50,582.00	20%	
Income Maintenance	2,970,611.00	711,340.00	24%	
Social Services	6,644,566.00	1,673,705.00	25%	
Public Health Nursing	1,766,878.00	405,820.00	23%	
Opioid Settlement	-	3,508.00		Has offsetting Revenue
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006.00***	***$ 2,844,955.00***	***24%***	
SOLID WASTE FUND				
Score Grant Fund	55,045.00	14,028.00	25%	
HHW Operations	159,004.00	38,275.00	24%	
TOTAL SOLID WASTE FUND	***$ 214,049.00***	***$ 52,303.00***	***24%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	141,520.00	42,509.00	30%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520.00***	***$ 42,509.00***	***30%***	
TOTAL ALL FUNDS	***$ 37,756,720.00***	***$ 9,351,224.00***	***25%***	

Fund Balance (000's)

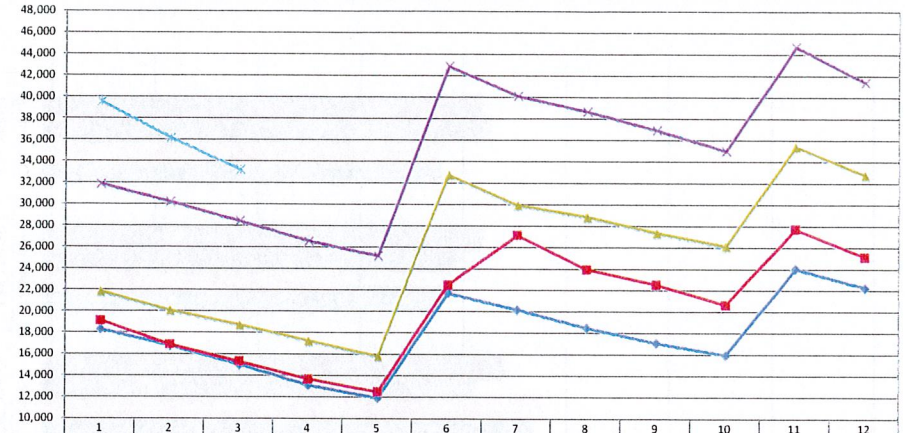
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



	1	2	3	4	5	6	7	8	9	10	11	12
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748	66,560	62,198	58,915	52,458	48,096	65,037	60,334
2023	57,848	55,128	51,054									

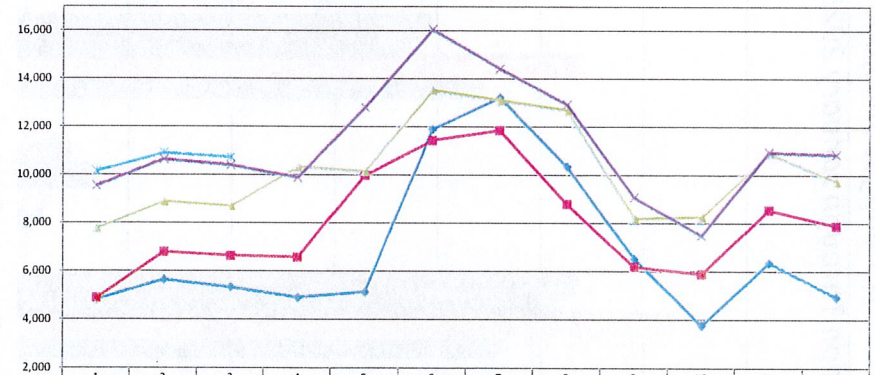
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2019-2023



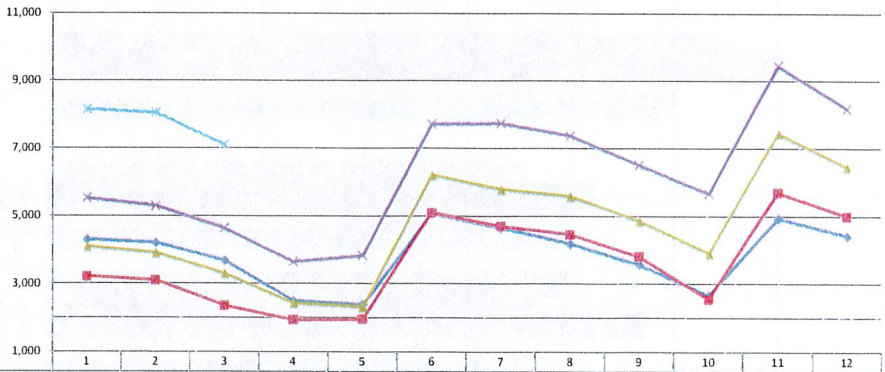
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	30,169	28,401	26,522	25,144	42,821	40,066	38,629	36,901	34,966	44,667	41,343
2023	39,545	36,157	33,205									

Road & Bridge Fund Balance by Month 2019-2023



	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726
2022	9,528	10,634	10,392	9,864	12,786	16,033	14,405	12,924	9,058	7,477	10,935	10,828
2023	10,151	10,922	10,739									

Health & Human Services: Cash Fund Balance by Month 2019-2023



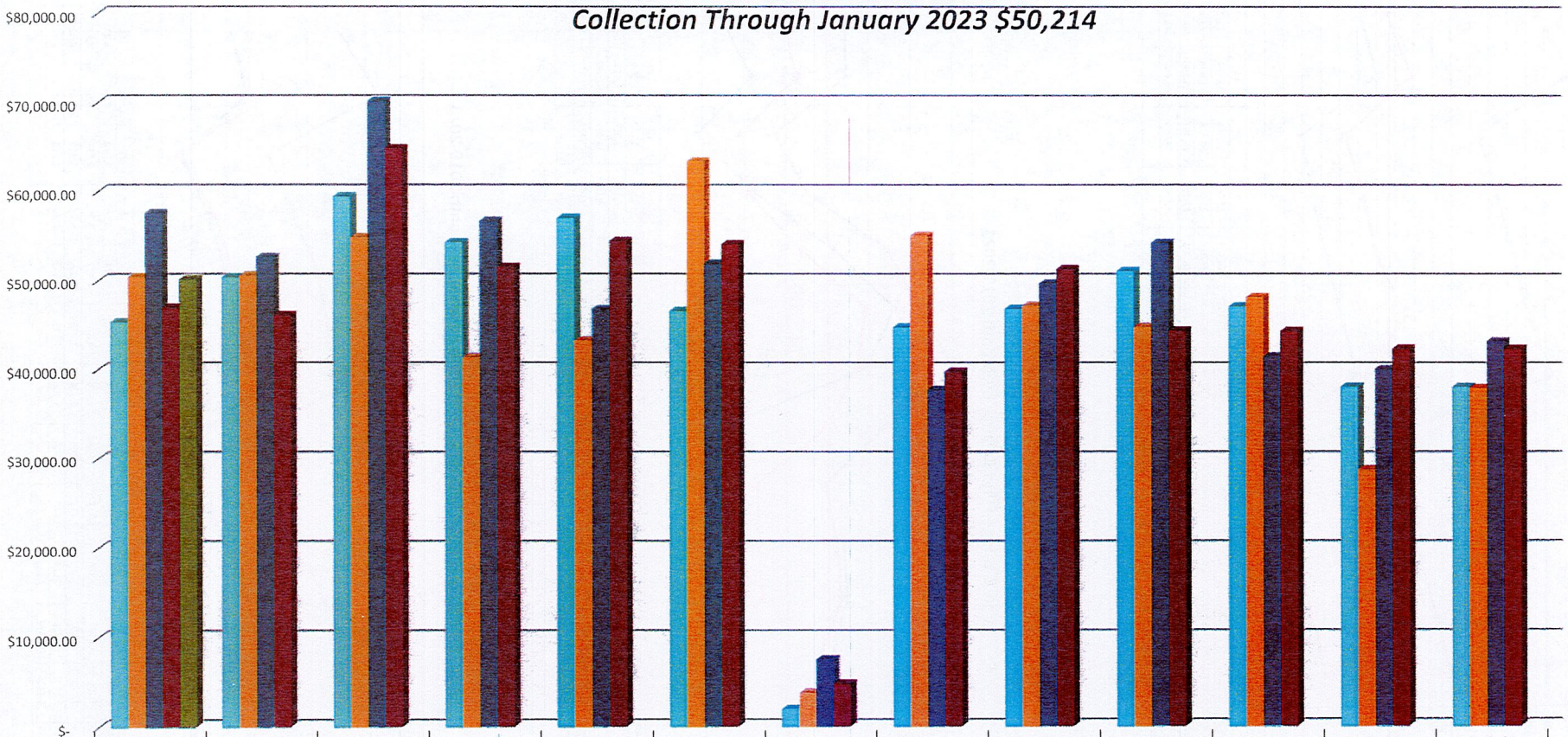
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163
2023	8,152	8,049	7,110									

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through January 2023 $50,214



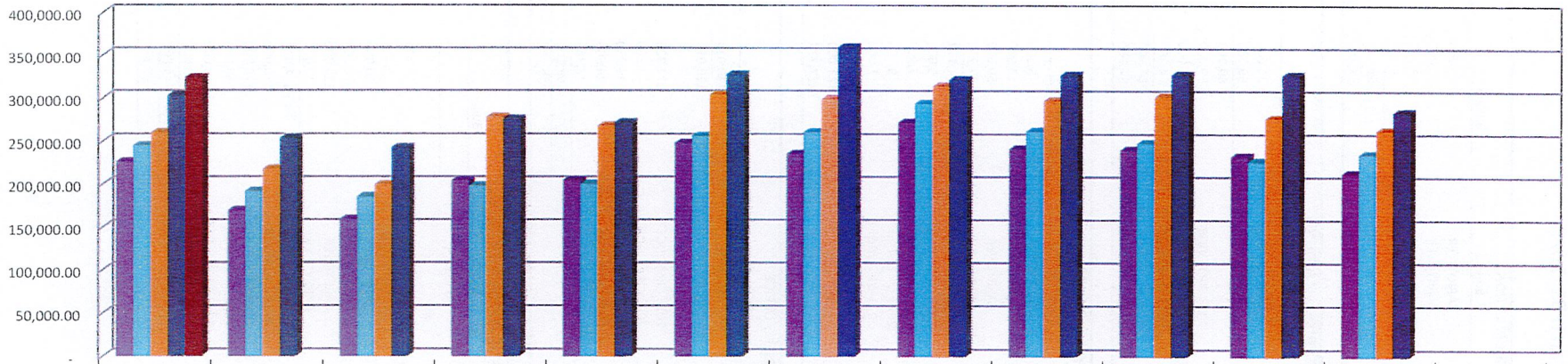
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49	$44,395.41	$42,404.86	$42,375.86
2023	$50,213.73												

Sales Tax - By Month

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through January 2023 $323,438



	January	February	March	April	May	June	July	August	September	October	November	December	
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33	
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92	
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00	
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	326,999.59	327,346.98	327,169.00	284,561.00	
2023	323,437.59												

2023 Capital Improvement Plan
Budget to Actual
As of March 31, 2023

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	N/A	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	ADM-0198	CARRYOVER	10,000	-	10,000
NB Library - Office blinds replacement	2023 ADD	UNALLOCATED	3,240	-	3,240
Management Training	2023 ADD	UNALLOCATED	5,500		
Total Carryover from 2022			**33,740**	**-**	**28,240**
Total			**$ 33,740**	**$ -**	**$ 28,240**

AUDITOR TREASURER (ELECTIONS)

Description	Project #	Source	Budget	Actual	Remaining
Election Pollbook Replacement	AUD-0138	CARRYOVER	21,000	-	21,000
Election Equipment Replacement Fund	AUD-0137	CARRYOVER	59,000	-	59,000
Total Carryover from 2022			**80,000**	**-**	**80,000**
Election Equipment Replacement Fund	AUD-0137	2023 CIP BUDGET	59,000	-	59,000
Electronic Pollbook Replacement	AUD-0138	2023 CIP BUDGET	21,000	-	21,000
Election Results - Storage Media	AUD-0139	2023 CIP BUDGET	4,500	-	4,500
Total 2023 CIP Budget			**84,500**	**-**	**84,500**
Grand Total			**$ 164,500**	**$ -**	**$ 164,500**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	MNT-0267	CARRYOVER	5,500	-	5,500
Fence Around Generator at PSC	MNT-0267	CARRYOVER	12,000	-	12,000
Parking Gate/Fence at PSC	MNT-0267	CARRYOVER	50,000	-	50,000
Cameras at PSC	ENTS-0184	CARRYOVER	37,272	(35,528)	1,744
Total Carryover from 2022			**104,772**	**(35,528)**	**69,244**
Repair Courthouse lots	MNT-0055	2023 CIP BUDGET	5,000	-	5,000
Replace water heater at the Courthouse	MNT-0061	2023 CIP BUDGET	7,500	-	7,500
Replacement APC Automatic Transfer Switches	MNT-0094	2023 CIP BUDGET	9,500	(9,322)	178
Better Hallway Signage on 3rd floor	MNT-0219	2023 CIP BUDGET	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	2023 CIP BUDGET	100,000	-	100,000
Total 2023 CIP Budget			**123,000**	**(9,322)**	**113,678**
Grand Total			**$ 227,772**	**$ (44,850)**	**$ 182,922**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	130,014	41,069	171,083
Total Revenue			**130,014**	**41,069**	**171,083**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2023 CIP BUDGET	372,926	(11,757)	361,169
Reserve Deputy Ballistic Vests	CCSO-0225	2023 CIP BUDGET	9,200	(1,038)	8,162
40LMTS Single Shot Less Lethal	CCSO-0235	2023 CIP BUDGET	46,750	(13,652)	33,098
Agency Handgun Program	CCSO-0237	2023 CIP BUDGET	24,500	(4,860)	19,640
Jail Transport Vehicle	CCSO-0238		43,789	-	43,789
Total 2023 CIP Budget			**497,165**	**(31,307)**	**465,858**
Grand Total			**$ 627,179**	**$ 9,762**	**$ 636,941**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	-	1,675	1,675
Total Revenue			**-**	**1,675**	**1,675**
Skid Steer Trailer	PWKS-0166	CARRYOVER	19,776	-	19,776
Lowboy Trailer	PWKS-0165	CARRYOVER	38,118	(38,118)	-
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	-	76,563
Sign Truck	PWKS-0081	CARRYOVER	220,000	(77,782)	142,218
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
Total Carryover from 2022			**424,530**	**(115,900)**	**308,630**
Tandem Snow Plow Truck	PWKS-0171	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	PWKS-0172	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	PWKS-0209	2023 CIP BUDGET	80,000	-	80,000
Survey Equipment	PWKS-0227	2023 CIP BUDGET	74,000	(74,000)	-
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	50,000	-	50,000
Total 2023 CIP Budget			**544,000**	**(74,000)**	**470,000**
Grand Total			**$ 968,530**	**$ (188,225)**	**$ 780,305**

2023 Capital Improvement Plan
Budget to Actual
As of March 31, 2023

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Swedish Immigrant Trail Erosion Control Measures	ENVS-0105	CARRYOVER	7,500	-	7,500
Security Lighting & Electrical Services	ENVS-0108	CARRYOVER	500	-	500
Fish Lake Park Plan/Design Services	ENVS-0111	CARRYOVER	15,304	(12,024)	3,280
Sunrise Prairie Trail - 15% Match	N/A	CARRYOVER	209,520	-	209,520
Total Carryover from 2022			**232,824**	**(12,024)**	**220,800**
Ki-Chi-Saga Playground Swing	ENVS-0114	2023 CIP BUDGET	15,000	-	15,000
Parking Lot Gravel & Grading Frandsen/Checkerboard Parks	ENVS-0115	2023 CIP BUDGET	25,000	-	25,000
Swedish Immigrant Regional Trail Pavement Repair	ENVS-0116	2023 CIP BUDGET	15,000	-	15,000
Parks 1998 Tractor Trailer Replacement	ENVS-0118	2023 CIP BUDGET	15,000	-	15,000
Parks 2001 Trailer Replacement	ENVS-0119	2023 CIP BUDGET	15,000	-	15,000
Parks Maintenance Facility Well	ENVS-0239	2023 CIP BUDGET	15,000	-	15,000
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	ENVS-0241	2023 CIP BUDGET	25,000	-	25,000
Total 2023 CIP Budget			**125,000**	**-**	**125,000**
Grand Total			**$ 357,824**	**(12,024)**	**$ 345,800**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	37,800	-	37,800
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO	ENTS-017	CARRYOVER	4,600	-	4,600
Replace 6 high volume scanners for HHS	ENTS-030	CARRYOVER	6,000	-	6,000
Upgrade of Keysecure Data Encryption Equipment	ENTS-095	CARRYOVER	17,250	-	17,250
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
Total Carryover from 2022			**165,650**	**-**	**165,650**
Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	ENTS-0028	2023 CIP BUDGET	32,500	(31,800)	700
5 replacement laptops for HHS	ENTS-0031	2023 CIP BUDGET	6,175	-	6,175
MCC 7500E Laptop Consoles (2)	ENTS-0088	2023 CIP BUDGET	165,000	-	165,000
Replace Printer for County Administration	ENTS-0096	2023 CIP BUDGET	500	-	500
Replace Fujitsu Scanner in Treasurer's Office	ENTS-0098	2023 CIP BUDGET	985	-	985
Replace network cores at ECC, No parts available	ENTS-0099	2023 CIP BUDGET	515,926	-	515,926
Replace network switches that support end user devices	ENTS-0103	2023 CIP BUDGET	60,000	-	60,000
Social Media and Texting archive solution	ENTS-0179	2023 CIP BUDGET	7,200	(4,990)	2,210
Replace 3 PC's in Attorney's Office	ENTS-0243	2023 CIP BUDGET	3,300	-	3,300
Replace 6 laptops for County Attorney Office	ENTS-0244	2023 CIP BUDGET	8,700	-	8,700
Replace laptop for Assessor's Department	ENTS-0245	2023 CIP BUDGET	1,450	-	1,450
Replace laptop in Auditor's Department	ENTS-0246	2023 CIP BUDGET	1,450	-	1,450
Replace 2 laptops in Probation due to age	ENTS-0248	2023 CIP BUDGET	2,900	-	2,900
Replace 4 PC's in ECC / 911 Center due to age	ENTS-0250	2023 CIP BUDGET	4,400	-	4,400
Replace 2 PC's in HHS due to age	ENTS-0251	2023 CIP BUDGET	2,200	-	2,200
Replace 3 Desktop PC's in the Jail due to age	ENTS-0254	2023 CIP BUDGET	3,300	-	3,300
Replace "all in one" printer for Sheriff's Office due to age	ENTS-0255	2023 CIP BUDGET	750	-	750
Replace 6 Desktop PC's in Sheriff's Office due to age	ENTS-0256	2023 CIP BUDGET	6,600	-	6,600
Replace 1 printer due to age in Zoning	ENTS-0259	2023 CIP BUDGET	850	-	850
Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	PBTN-0249	2023 CIP BUDGET	3,200		3,200
Total 2023 CIP Budget			**827,386**	**(36,790)**	**790,596**
Grand Total			**$ 993,036**	**$ (36,790)**	**$ 956,246**

HHS

Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	2023 CIP BUDGET	40,000		40,000
HHS Interview Rooms	HHS-0196	2023 CIP BUDGET	40,000		40,000
Total			**$ 80,000**	**$ -**	**$ 80,000**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2023 Unallocated CIP Funds		2023 CIP BUDGET	163,181		
NB Library - Office blinds replacement	Allocated at 2/8/23 meeting	TO ADMIN	(3,240)		
Management Training	Allocated at 2/8/23 meeting	TO ADMIN	(5,500)		
Total			**$ 154,441**	**$ -**	**$ 154,441**

TOTAL ALL DEPARTMENTS	**$ 3,607,022**	**$ (272,127)**	**$ 3,329,395**

ARPA Expenses
Budget to Actual
As of March 31, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 800,000	$ (44,455)	$ (12,256)	$ 743,289
ARPA-0335 ADM	Broadband	1,945,050	(79,960)	(19,990)	1,845,100
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	(36,944)	-	(1,944)
ARPA-0349 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
		$ 3,491,125	**$ (771,794)**	**$ (32,246)**	**$ 2,687,085**

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)	(1,760)	100,683
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(2,800)	33,023
		$ 277,784	**$ (139,518)**	**$ (4,560)**	**$ 133,706**

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-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0355 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 Nessel 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 Infrastructure Replacement	2,083,300	-	(41,661)	2,041,639
		$ 3,553,252	**$ (4,557)**	**$ (41,661)**	**$ 3,507,034**

ENVIRONMENTAL SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop	$ 100,000	$ -	$ (15,000)	$ 85,000
ARPA-0180 ENVS	Online Permitting/Licensing Module	95,000	-	-	95,000
ARPA-0240 ENVS	Chisago County Mountain Bike Course	75,000	-	-	75,000
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	150,000	-	-	150,000
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	-	250,000
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(38)	121,162
		$ 841,200	**$ -**	**$ (15,038)**	**$ 826,162**

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 Batter - LID	$ 2,132	$ (2,104)	$ -	$ 28

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-0346 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
		$ 875,930	**$ (825,930)**	**$ -**	**$ 50,000**

PUBLIC WORKS

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	$ 148,300	$ (9,230)	$ (37,302)	$ 101,768
2023 ADD	Harris Building Improvements - Phase II	900,000	-	-	900,000
		$ 1,048,300	**$ (9,230)**	**$ (37,302)**	**$ 1,001,768**

SHERIFF'S OFFICE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ -	$ 5,061
2023 ADD	Recruitment Program	55,000	-	-	55,000
		$ 60,061	**$ -**	**$ -**	**$ 60,061**
	TOTALS	**$ 10,501,032**	**$ (1,774,381)**	**$ (130,807)**	**$ 8,595,845**

Chisago County
MINNESOTA
ADMINISTRATION

II.

DRAFT 2024 Budget and Levy Schedule

The Chisago County Board of Commissioners MUST adopt the FINAL 2024 Budget and Levy by December 27th, 2023 (MN Stat. 275.07). The preliminary levy must be adopted by September 30th, 2023. These dates are required by Minnesota Statute (MN Stat. 275.065).

Chisago County is committed to complete transparency in its budgeting and spending processes, so it is proposed via the attached DRAFT schedule that the B/F Committee hear department's budget presentations beginning in August 2023. The DRAFT schedule timing allows for each department to edit/adjust their budgets based on B/F Committee recommendations.

Attachment:

- DRAFT 2024 Budget and Levy Schedule
- 'Budget and Levy Guided by County Values'

Chisago County MINNESOTA

FY 2024 Budget Process Schedule (*as of April 12, 2023*)

April 12th	Budget Schedule Presented	Budget & Finance Committee
Late April – Early May	Management Team Meeting to review Budget preparation and Instructions to Department Heads (OpenGov Refresher) - Staffing Review/Preview	Administration/Management Team
May – July	Meetings with Department Directors/Staff to review Draft Department Budgets	Admin &Auditor-Treasurer - Departments
Late July – Early August	Management Team Meeting to review FY 2023 Budget	Administration/MAT
August 9th	Budget & Finance Committee Meeting to continue Draft FY 2023 Budget Review - Brief Department Presentations to Board, *if desired*	Budget & Finance Committee - Admin & Departments
August 16th	County Administrator presents Draft FY 2024 Budget to County Board - Brief Department Presentations to Board, *if desired*	County Board, Administration & Departments
September 6th	County Board considers Preliminary Levy, *if desired* Must be adopted by end of September (MN Stat. 275.065)	County Board
September 13th	Budget & Finance Committee Meeting to continue Draft FY 2024 Budget Review, *if needed*	County Board
September 20th	County Board ADOPTS Preliminary Levy, *if needed* - Must be adopted by end of September (MN Stat. 275.065)	County Board
December 6th	Budget Information Meeting held (TNT) and adoption of final FY 2024 Budget (operating and capital) and Levy, *if desired* - Must be adopted by December 26th, 2023 (MN Stat. 275.07)	County Board
December 20th	Final FY 2024 Budget (operating and capital) and Levy adopted, *if needed* - Must be adopted by December 27th, 2023 (MN Stat. 275.07)	County Board

2024 Chisago County Budget

A Budget and Levy Guided by County Values

Mission Statement

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

2024: Continuing Forward - Creating Sustainability

Chisago County is committed to complete transparency in its budgeting and spending processes.

In 2024, Chisago County plans to use a value-based budgeting process by seeking and analyzing every opportunity to improve efficiencies throughout the County and to better prepare Chisago County for many years to come.

WHY DOES CHISAGO COUNTY TAX RESIDENTS?

1) MANDATES/REQUIRED
2) NEEDS AND WANTS

Value Based Budgeting

What is the purpose of Value-Based Budgeting?

Value Based Budgeting provides a way to compare County values with the programs and services the County provides. It helps Chisago County by:

- Identifying key County Board of Commissioner goals; and
- Evaluating the impacts of these goals on County programs and services; and
- Engaging in strategic decision-making regarding funding for services and/or changes to service levels for current programs and services.

Value based Budgeting helps the community and County staff understand the County's use of its **limited** resources. This method of budgeting contributes to the County's long-term financial sustainability by encouraging explicit choices by the policymakers. These choices help the County develop a strategic budget that reflects the County's values and ensures a high level of County service to all residents.

Implementation

The first step in implementing value-based budgeting is to identify the County's goals --or "results"-- which serve as high-level, overarching objectives for the County and are representative of the community priorities. Results should:

- Be clear, understandable and measurable;
- Reflect the objectives and priorities of Board and the community.
- Accommodate potentially diverse views;
- Incorporate majority, as well as minority opinions; and,
- Be definable.

Value Based Budgeting will help us define our priority objectives and create a budget based on achieving those objectives. Based on the Board goals, the following are common results in value-based budgets:

- Accessible and connected community
- Economically vital community
- Healthy environment and community
- Inclusive and socially thriving community

Strategic Goals and Strategies

Short-term and long-term goals are vital to the development of Chisago County into a more efficient governmental entity by providing a plan to strive towards and achieve.

EXAMPLE OF VALUES:

• Looking forward: Preparing for the changes that future residents are expected to be older, have fewer children and represent more ethnic minorities.

• An Active Community: Design the County to maximize social connections and programs that generate greater usage of public parks and trails in Chisago County.

• Chisago is a Destination: Supporting projects that better attract new residents, new businesses, restaurants, retail, and recreational opportunities.

• Putting it to Work: The Board of Commissioners, County staff, and community TRANSPARENTLY work together on all plans.

2024 Chisago County Budget Development

The County's fiscal year spans from January 1st to December 31st; however, the budget development process begins in early April with the Board of Commissioners setting a Preliminary Budget Schedule for preparation of the up-coming 2024 budget.

The County Administrator presents the Board and the Department Heads the DRAFT budget schedule with instructions. The schedule sets the deadlines for departmental budget submissions, department meetings with the Budget and Finance Committee and the Capital Improvement Plan.

The Board must adopt the preliminary 2024 budget and levy by the end of September 2023 (pursuant to MN Stat. 275.065). By adopting the preliminary budget in September, the Board has time to incorporate any adjustments to the budget which result in a reduction to the preliminary budget or levy.

The County Board has set the Truth in Taxation Hearing for December 6th, 2023. At the TNT Hearing, the County Administrator presents the proposed 2024 budget and levy to the public and the Board of Commissioners. The FINAL 2024 Budget and Levy must be adopted by December 27th, 2023 (pursuant to MN Stat. 275.07).

2024 DRAFT Chisago County Budget Calendar

April 12th	Budget Schedule Presented	Budget & Finance Committee
Late April – Early May	Management Team Meeting to review Budget preparation and Instructions to Department Heads (OpenGov Refresher) - Staffing Review/Preview	Administration/Management Team
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December 20th	Final FY 2024 Budget (operating and capital) and Levy adopted, *if needed* - Must be adopted by December 27th, 2023 (MN Stat. 275.07)	County Board

Basis of Budgeting

The use of fund accounting is one of the basic requirements of generally accepted accounting principles (GAAP) for government, and one of the major differences between government and private-sector accounting. It requires separate record keeping for each respective activity type.

Governmental fund budgets are based on a modified accrual basis of accounting, under the guidelines of Generally Accepted Accounting Principles (GAAP). These funds are used to account for "government-type" activities of the County and receive a significant portion of their funding from property taxes, state aids and various grants. The County's General Fund, Debt Service Fund, Road and Bridge Fund, Health and Human Services Fund and Capital Improvement Plan Fund are examples of Governmental fund budgets.

Budget Procedure

Draft department budgets are prepared using a uniform layout, using the OpenGov software. The format is used for a consistent approach to each department's draft budget. It also to better analyze the proposed budget and is presented in a budget document, created by the County Auditor/Treasurer's Office.

Line-item expenditures are reviewed during budget preparation; however, budgetary decisions are based on total departmental budgets. For comparative purposes, two years' of actual expenditures and the previous year's budget are shown during the budgeting process for comparison purposes.

Capital Improvement Plan

The Capital Improvement Plan (CIP) is a plan that covers major one-time capital expenditures in; Vehicles and Equipment; New Facilities Construction; and Facilities Maintenance & Replacement. The CIP is funded using County Program Aid and previous year CIP carryover funds, which is given from the Minnesota Legislature to Chisago County.

The CIP provides a strategic approach to financing and facilitating capital projects envisioned in the comprehensive plan. The CIP is a separate document from the Budget. Elements of the document are adopted by the Board of Commissioners in separate action from the budget. Operational expenses related to capital, if any, are accounted for and incorporated into the appropriate operating budget.

Budget Monitoring & Budget Adjustments

The County Administrator and the County Auditor/Treasurer monitor the actual expenditures and revenue receipts of the County Departments, but adjustments may be made so that the County's Budget remains in balance throughout the fiscal year by the County Board of Commissioners.

On a monthly basis, the County Auditor-Treasurer and staff prepare a report, which is presented to the Budget and Finance Committee (2nd Wednesday of each month at 3:00 pm in the County Boardroom) that details the activity within each budget category and provides summary information on the status of the County's Budget. Actions that are necessary to ensure a healthy budget status at the end of the fiscal year are recommended in the budget status report; other items which have major fiscal impacts are also reviewed.

Supplemental appropriations, which are normally financed by unanticipated revenues during the year, and any amendments or transfers of appropriations between summary accounts or departments, must be approved by the Board of Commissioners.

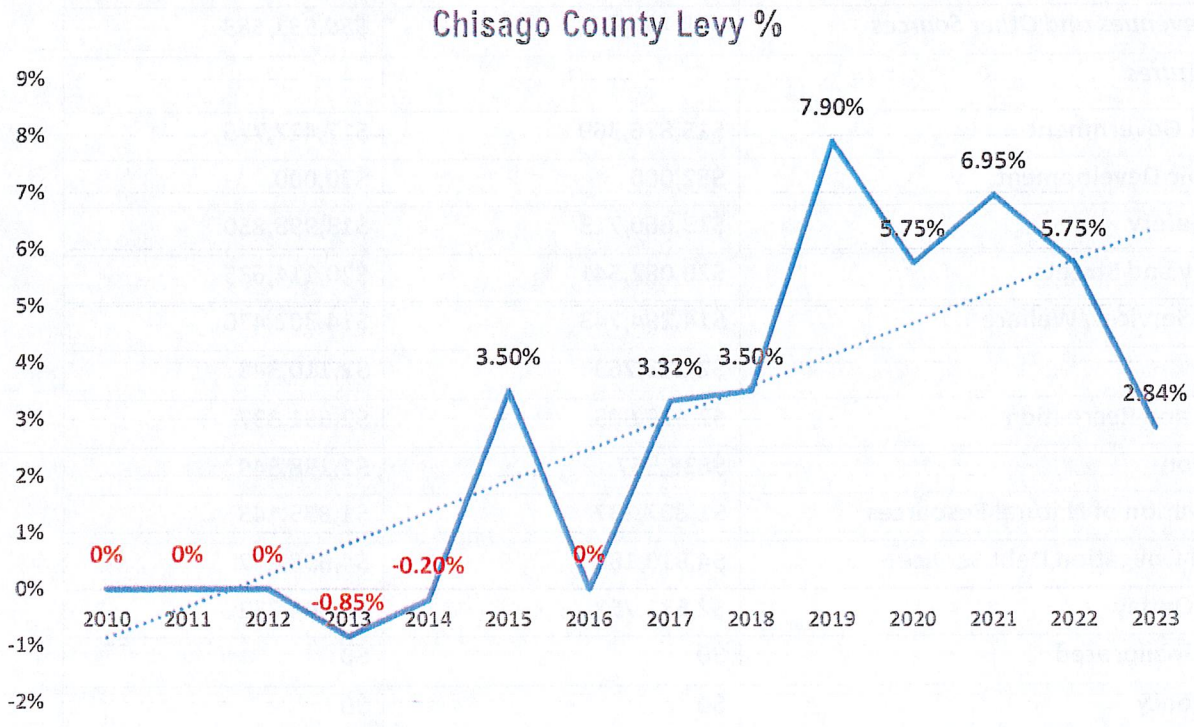
2022-2023 CHISAGO COUNTY BUDGETING

	2022 Adopted Budget	2023 Adopted Budget
Revenues		
Taxes		
County Tax Levy	$44,785,732	$46,068,380
Other Taxes	$4,020,000	$4,805,000
Licenses and Permits	$981,600	$1,033,090
Intergovernmental		
Federal	$5,878,325	$4,382,409
State	$16,000,384	$15,863,311
Other Sources		
Charges for Services	$5,116,549	$7,245,763
Fines and Forfeits	$113,000	$113,000
Interest on Investments	$175,000	$275,000
Donations	$6,500	$10,500
Miscellaneous	$873,900	$875,030
Assessments	$0	$0
Proceeds of Bond Sale	$0	$0
Transfers	$786,425	$172,500
Budgeted Use of Fund Balance	$50,047	$87,600
Total Revenues and Other Sources	*$78,787,462*	*$80,931,583*
Expenditures		
General Government	$15,876,369	$17,427,775
Economic Development	$82,000	$70,000
Public Safety	$13,660,713	$13,998,850
Highway and Streets	$20,082,541	$20,114,635
Human Services/Welfare	$14,294,743	$14,302,470
Health	$2,123,763	$2,110,348
Culture and Recreation	$2,570,805	$2,691,337
Sanitation	$838,357	$1,198,549
Conservation of Natural Resources	$1,807,237	$1,875,145
General Obligation Debt Service	$4,919,182	$4,698,242
Capital Outlay	$2,531,752	$2,444,232
Other/Unallocated	$0	$0
Contingency	$0	$0
Increase in Fund Balance		
Total Expenditures	*$78,787,462*	*$80,931,583*

COUNTY BUDGET AND REVENUES

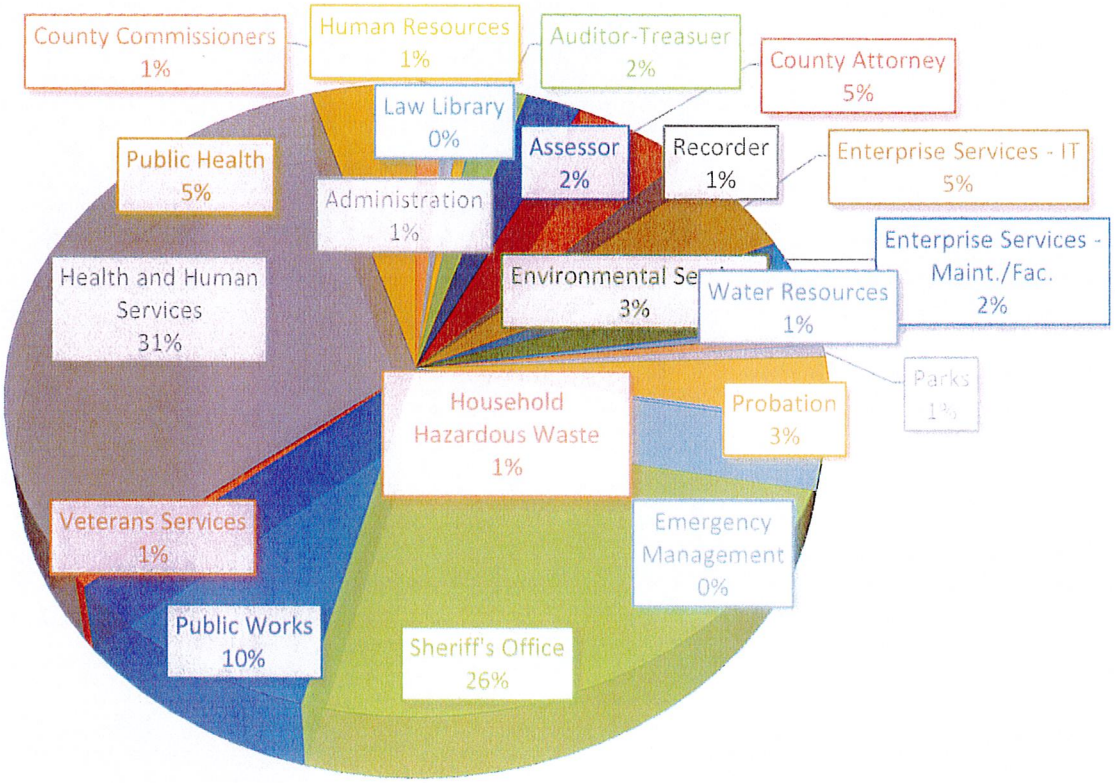
2010-2023

YEAR	Budgeted Expenditure	Non-Levy Revenue	Fund Balance	Property Tax Levy	Levy %
2010	$53,031,979	$21,364,312	$0	$31,667,667	0%
2011	$50,767,693	$19,100,026	$0	$31,667,667	0%
2012	$51,541,827	$19,788,485	$0	$31,667,667	0%
2013	$51,662,419	$20,137,520	$127,878	$31,397,021	-0.85%
2014	$59,769,586	$26,497,029	$1,925,456	$31,347,021	-0.20%
2015	$54,630,113	$22,307,325	-$127,212	$32,450,000	3.50%
2016	$63,997,035	$30,487,790	$1,059,245	$32,450,000	0%
2017	$63,479,967	$29,630,811	$320,554	$33,528,602	3.32%
2018	$68,234,839	$33,369,769	$162,967	$34,702,103	3.50%
2019	$68,990,233	$31,401,943	$144,741	$37,443,549	7.90%
2020	$73,623,499	$33,894,633	$132,313	$39,596,533	5.75%
2021	$72,735,610	$30,385,949	$0	$42,349,661	6.95%
2022	$78,420,261	$33,944,183	$0	$44,476,078	5.75%
2023	$80,604,063	$34,863,203	$0	$45,740,860	2.84%



CHISAGO COUNTY 2023 STAFFING

Chisago County Staffing (as of 3/28/2023)		
County Commissioners	5	*Elected
Administration	3	
Human Resources	2.5	
Law Library	0.25	
Auditor-Treasurer	7	
Assessor	9	
County Attorney	19	
Recorder	5	
Enterprise Services - IT	17	
Enterprise Services - Maint./Fac.	7	
Environmental Services	10	
Water Resources	2	*Many Seasonals
Household Hazardous Waste	2	
Parks	2.5	*Many Seasonals
Probation	12	
Emergency Management	1	
Sheriff's Office	98	
Public Works	36	*Many Seasonals
Veterans Services	2	*4 Van Drivers
Health and Human Services	117	
Public Health	17	
TOTAL	374.25	





Fund Balance Discussion

April 12, 2023 Budget & Finance Meeting

The fund balance discussion is a complicated one. Today we will review:

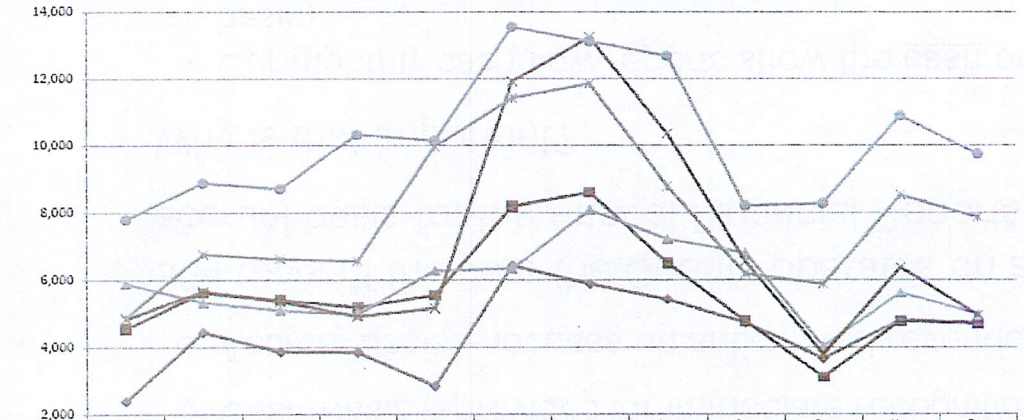
- Cash Basis vs. Accrual Basis
- Terminology
- Chisago County Fund Balance Policy
- PRELIMINARY 2022 Fund Balance Discussion – Info will be provided at meeting.

Cash Basis vs. Accrual

- The main difference between Cash Basis and Accrual is the timing of when revenues and expenses are recognized.
  - Cash Basis – provides for immediate recognition of revenue and expenses
  - Accrual Basis – focuses on anticipated revenues and expenditures
- 364 days of the year the County operates on a cash basis and one day a year on an accrual basis for the Annual Financial Reports
- Why is that important?
  - Our monthly cash flow reports show the cash on hand on the last day of the month (cash basis)
  - The Audit fund balance depicts the fund balance with adjustments for revenues and expenses that are anticipated (accrual basis)

Road & Bridge Fund Example

Monthly Cash Flow Report



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	2,384	4,428	3,860	3,843	2,834	6,413	5,870	5,410	4,723	3,665	4,802	4,732
2017	4,541	5,608	5,389	5,175	5,536	8,175	8,591	6,500	4,761	3,110	4,777	4,676
2018	5,885	5,327	5,099	4,966	6,271	6,326	8,078	7,213	6,813	4,012	5,615	4,979
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726

Audit Fund Balance

Liabilities, Deferred Inflows of Resources, and Fund Balances (Continued)	General	Road and Bridge
Fund Balances:		
Nonspendable		
Septic loans receivable	$ 21,536	$ -
Inventories	-	1,166,740
Prepaid items	586,895	5,360
Restricted for		
Attorney forfeiture funds	24,012	-
Recorder - compliance fees	1,583,113	-
Recorder - technology fees	490,032	-
Sheriff's forfeitures	32,210	-
Sheriff's reserve	5,436	-
Snowmobile safety education	12,444	-
Sheriff's contingent	3,316	-
Gun permits	224,326	-
Jail canteen account	98,850	-
Juvenile substance abuse court	7,162	-
Water quality programs	198,644	-
E-911	96,664	-
Project lifesaver	5,121	-
Law library	113,565	-
Sewer grants	34,397	-
Pit restoration reserve	-	1,142,339
Solid waste	-	-
Park acquisition	-	-
Lake improvement district	-	-
Ditch maintenance and repairs	-	-
Debt service	-	-
Child protection grant	-	-
Attorney technology grant	10,297	-
Aquatic invasive species	94,495	-
Specific purposes by donors	751	-
Capital projects	-	-
Committed to		
Public health and north woods software IM	-	-
Payroll/HRIS software and CAMA software	144,278	-
Assigned to		
General government	307,515	-
Wellness, safety, ergo, LMC	3,900	-
Elections	101,697	-
Capital equipment	4,639,264	-
Building improvement	646,354	-
Human services	-	-
Public safety	9,318	-
Highways and streets	-	8,513,178
Culture and recreation	3,139	-
Dental insurance	280,491	-
Unassigned	25,484,402	-
Total Fund Balances	$ 35,263,624	$ 10,827,617

Understanding Terminology

Nonspendable

Amounts that can't be spent because they are not in a spendable form or are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash.

Restricted

Amounts for which constrains have been placed on the use of the resources, either externally imposed by creditors (such as through debt covenants), grantors, contributors or by laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Committed

Amounts that can be used only for the specific purposes imposed by formal action (resolution) of the County Board. Those committed amounts can't be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (resolution) it employed to previously commit those amounts.

Understanding Terminology

Assigned

Amounts the County intends to use for a specific purposes that do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represented intended uses established by the County Auditor-Treasurer, who has been delegated that authority by Board Resolution.

Unassigned

The residual classification for the General Fund, it includes all spendable amounts not contained in the other fund balance classifications. In other governmental funds, the assigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amount had been restricted or committed.

December 31, 2021 Balance Sheet
Page 35 of Financial Report

Liabilities, Deferred Inflows of Resources, and Fund Balances
(Continued)

	General	Road and Bridge	Human Services	Debt Service	Nonmajor Funds	Total
Fund Balances:						
Nonspendable						
Septic loans receivable	$ 21,536	$ -	$ -	$ -	$ -	$ 21,536
Inventories	-	1,166,740	-	-	-	1,166,740
Prepaid items	586,895	5,360	-	-	-	592,255
Restricted for:						
Attorney forfeiture funds	24,012	-	-	-	-	24,012
Recorder - compliance fees	1,583,113	-	-	-	-	1,583,113
Recorder - technology fees	490,032	-	-	-	-	490,032
Sheriff's forfeitures	32,210	-	-	-	-	32,210
Sheriff's reserve	5,436	-	-	-	-	5,436
Snowmobile safety education	12,444	-	-	-	-	12,444
Sheriff's contingent	3,316	-	-	-	-	3,316
Gun permits	224,326	-	-	-	-	224,326
Jail canteen account	98,850	-	-	-	-	98,850
Juvenile substance abuse court	7,162	-	-	-	-	7,162
Water quality programs	198,644	-	-	-	-	198,644
E-911	96,664	-	-	-	-	96,664
Project lifesaver	5,121	-	-	-	-	5,121
Law library	113,565	-	-	-	-	113,565
Sewer grants	34,397	-	-	-	-	34,397
Pit restoration reserve	-	1,142,339	-	-	-	1,142,339
Solid waste	-	-	-	-	460,770	460,770
Park acquisition	-	-	-	-	303,717	303,717
Lake improvement district	-	-	-	-	314,451	314,451
Ditch maintenance and repair	-	-	-	-	86,296	86,296
Debt service	-	-	-	8,809,855	-	8,809,855
Child protection grant	-	-	150,392	-	-	150,392
Attorney technology grant	10,297	-	-	-	-	10,297
Aquatic invasive species	94,495	-	-	-	-	94,495
Specific purposes by donors	751	-	-	-	-	751
Capital projects	-	-	-	-	171,092	171,092
Committed to						
Public health and north woods software IM	-	-	300,000	-	-	300,000
Payroll/HRIS software and CAMA software	144,278	-	-	-	-	144,278
Assigned to						
General government	307,515	-	-	-	-	307,515
Wellness, safety, ergo, LMC	3,900	-	-	-	-	3,900
Elections	101,697	-	-	-	-	101,697
Capital equipment	4,639,264	-	-	-	-	4,639,264
Building improvements	646,354	-	-	-	-	646,354
Human services	-	-	6,387,528	-	-	6,387,528
Public safety	9,318	-	-	-	-	9,318
Highways and streets	-	8,513,178	-	-	-	8,513,178
Culture and recreation	3,139	-	-	-	-	3,139
Dental insurance	280,491	-	-	-	-	280,491
Unassigned	25,484,402	-	-	-	-	25,484,402
Total Fund Balances	$ 35,263,624	$ 10,827,617	$ 6,837,920	$ 8,809,855	$ 1,336,326	$ 63,075,342

Fund Balance Policy

The purpose of the policy is to set forth objectives and parameters for unreserved fund balances in the major funds of the County.

- Serve as a guide for maintaining stable financial reserves
- Ensure long term economic stability of Chisago County
- Maintain sufficient reserves to meet cash flow needs until property tax payments are received
- Comply with recommendations of the Office of State Auditor
- Assist in maintaining favorable bond ratings
- Help to ensure stable tax rates
- Allow for funding of cash flow needs for minor funds
- Allow for unanticipated expenditures or revenue shortfalls

Policy For Unreserved Fund Balance



35-50%

Maintain 35% to 50% of operating revenues for the major funds (Revenue, Road & Bridge, Health & Human Services)

OR



5 Months

Maintain no less than five months of operating expenditures for the major funds.

Fund Balance Policy

- If at year end, balances in any of the 3 major funds should fall outside of the above parameters, budgeted revenue and expense adjustments will be made over the next two subsequent years to bring the fund balance into compliance. Any budgeted increase or decrease in fund balance shall be disclosed annually.
- If it is considered practical to reduce excess fund balance by additional expense, those expenses will be one-time expenses that will have minimal or no impact on ongoing operating expenses.
- Each major fund will stand alone with respect to fund balance compliance.
- Fund balance will be considered in developing the Chisago County annual budget and levy.
- This policy will be reviewed on a periodic basis.

December 31, 2021 Fund Balance

	GENERAL FUND	ROAD & BRIDGE SPECIAL REVENUE FUND	HUMAN SERVICES SPECIAL REVENUE FUND
1. 2021 revenues (Exh. 5)	$ 36,153,596	$ 23,034,897	$ 15,825,121
2. 2021 expenditures (Exh. 5)	$ 34,116,656	$ 20,311,564	$ 14,589,687
3. 2021 unrestricted fund balance (Exh. 3)	$ 31,620,358	$ 8,513,178	$ 6,687,528
4. 35% of revenues (line 1)	$ 12,653,759	$ 8,062,214	$ 5,538,792
5. 50% of revenues (line 1)	$ 18,076,798	$ 11,517,449	$ 7,912,561
6. 5 months of expenditures (line 2)	$ 14,215,273	$ 8,463,152	$ 6,079,036

Per the County's Fund Balance Policy, the amount on line 3 should fall between the amounts on lines 4 and 5, or be no less than the amount on line 6.

IV.

04.12.2023

Memo

To
County Board

From
Bridgitte Konrad, Auditor-Treasurer

Re
Election Equipment

Comments:

In 2022 we started to put money away for future replacement of our election equipment. The plan was to put $59,000 away per year for five years.

As our county grows, the number of registered voters has increased in some of our precincts. The rule of thumb is to consider splitting a precinct once they are over 2500 registered voters. An alternative is to deploy additional tabulation equipment to the precincts on election day to keep the lines moving.

In reviewing registered voter information, we have four precincts that are over 3,000 voters. The City of Chisago City is in the process of splitting into two precincts so additional equipment will be needed for that precinct. The other precincts over 3,000 voters include Lindstrom, North Branch P-A and Wyoming P-B.

I am requesting the Board authorize use of approximately $31,000 of the funds we have set aside for election equipment in 2022 to purchase a Scan and Touchwriter for the new Chisago City precinct and an additional Scan for the other three precincts. We would then need to extend the set aside program through 2027.

Chisago County Auditor-Treasurer's Office

Tel 651-213-8509
Fax 651-213-8510
313 North Main Street, Room 271
Center City, MN 55012
www.chisagocounty.us
bridgitte.konrad@chisagocounty.us

Chisago County
MINNESOTA
ADMINISTRATION

V.

Sales Tax Agreement

There are four changes to the local tax agreements with the Department of Revenue. Below are the changes with a summary of each change.

1. Administrative Fee
    - Starting January 1, 2024, administrative fees will be a flat rate of 1.35%. We will continue to use the current method for calculating administrative fees through December 31st, 2023.

2. Transmittal of tax revenue to local governments
    - Starting January 1, 2024, local governments will receive one payment approximately 40 days after the end of the month the sales tax returns are due. We will continue to make two payments for all the sales up through December 31, 2023.

3. Notice Date for changes
    - The new requirement to notify the local government of agreement changes is 180 days instead of notification by January 1 of each year for a change to the new fiscal year starting July 1. The change to 180 days will coincide with the Department switching to a flat fee for calculating the administrative fees for local tax collection.

4. Withholding when tax ends
    - We currently withhold 20% of gross receipts from the last month of local sales tax revenue collected. We will no longer have a set percentage amount, but instead we will work with the local government to determine an amount to withhold. The Department will analyze historical data of the local tax to determine a reasonable estimate to withhold.

VI.

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara J. Shimmon
Finance and Office Manager

PUBLIC WORKS MEMORANDUM

TO: Budget & Finance Committee

FROM: Joe Triplett, P.E.

DATE: 4/6/23

RE: Harris Shop Improvements

We have bid out our Harris Shop Improvement project. I am not looking to bring it to the Board for award and approval, so funding will need to be identified. The bidding process is different for this type of building project. Whereas with our highway projects, we get one bid from a Prime Contractor who pulls together all of their subcontractor's bids so there is only one bid to open. With this process, there are different parts to the projects that each get "bid" out so that each contractor can bid on their portion. That means we ended up opening over 50 bids for the 12 different "packets" of the project.

Overall estimated construction cost for the was $1,780,729. The low bid combination came in at $1,769,938. This was with one of the bid packets (Structural Steel) coming in well over the estimated cost. Kraus-Anderson is recommending that this bid be rejected and be re-bid, as they are confident that a better bid can be obtained. They do, however, leaving this amount in the overall construction cost as a contingency cost.

The other soft costs (construction management, site services, permitting/plan review, testing, etc.) amounts to $278,262 or about 15.7% of construction. We typically see anywhere from 15% to 25% for these sorts of expenses, so this does not appear out of line. Site reimbursables (trailer, dumpster, signage, toilets, etc) and other equipment (compressor, Hotsie, racking, etc.) amounts to $102,000. Construction contingency is at 5% of construction or $88,497.

This brings the total project amount to $2,244,107. While it is expected to ultimately come in under this amount, I think it is prudent to plan for it.

KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

April 5, 2023

Mr. Joe Triplett
Chisago County
313 Main Straight
Center City, MN 55012

RE: **Chisago County Harris Public Works – Contract Award**

Dear Mr. Joe Triplett:

This letter is concerning the contract awards for the above referenced project that was bid on March 23, 2023.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their total bid amount:

Work Scope		***Contractor, City, State***		***Bid Amount***
WS 03-A	Concrete	Ebert, Inc. dba Ebert Construction Corcoran, MN	Total Contract Amount:	$157,200.00
WS 03-B	Structural Pre-Cast	Wells Concrete Products Co. dba Wells Concrete Maple Grove, MN	Total Contract Amount:	$163,750.00
WS 06-A	Carpentry	Tekton Construction Company Minneapolis, MN	Total Contract Amount:	$19,500.00
WS 08-A	Doors, Frames, & Hardware – Material Only	Twin City Hardware Company St. Paul, MN	Total Contract Amount:	$16,000.00
WS 08-E	Sectional Overhead Doors	St. Cloud Overhead Door Company dba American Door Works Waite Park, MN	Total Contract Amount:	$78,948.00
WS 09-A	Drywall	RTL Construction, Inc. Shakopee, MN	Total Contract Amount:	$124,345.00
WS 09-K	Painting	Wasche Commercial Finishes, Inc. East Bethel, MN	Total Contract Amount:	$10,870.00

WS 13-G	Pre-Engineered Metal Building	Jack Walters & Sons Corp. Allenton, WI	Total Contract Amount:	$353,000.00
WS 23-B	Combined Mechanical	Peterson Sheet Metal, Inc. Bemidji, MN	Total Contract Amount:	$292,000.00
WS 26-A	Electrical	NEO Electrical Solutions, LLC. Hudson, WI	Total Contract Amount:	$131,500.00
WS 31-A	Site Clearing & Earthwork	Arnt Construction Company, Inc. Hugo, MN	Total Contract Amount:	$155,420.00
WS 32-A	Asphalt Paving	Knife River Corporation – North Central Sauk Rapids, MN	Total Contract Amount:	$197,600.00
			Total Contract Amount:	**$1,700,133.00**
			Added Construction Contingency:	**$69,805.00**
			Overall Construction Costs:	**$1,769,938.00**

We have enclosed the Bid Tabulation sheets that reflect the bids received.

We recommend rejecting WS 05-B1 Combined Structural Steel to be re-bid at a later date with the budget of $69,805.00 being added to the Construction Contingency to cover possible future costs.

If you have any questions regarding this information, please do not hesitate to contact me at 763-453-5972

Very truly yours,
KRAUS-ANDERSON® CONSTRUCTION COMPANY

Dan Kjellberg,
Project Manager

Chisago County - Harris Shop Washbay and Truck Storage Building
Overall Project Budget

				Revision Date
		2023	2023	3/27/2023
Description		Harris Shop Wash Bay and Truck Storage Building 50% DD's	Harris Shop Wash Bay and Truck Storage Building Construction Budget	Remarks
		Construction- 4 Months	Construction - 4 Months	
Chisago County Revenue				
Utility Rebates				
Other Income				
Interest Earnings				
Total Available Dollars		**$0**	**$0**	
Construction Costs				
Building Construction				
Bid Day Construction Costs			$1,769,938	Bid Day Numbers
Sitework, Wash Bay & Equipment Storage Buildings		$1,478,566		Bid Day Numbers
Alternate 1.a - New Pavement		$283,949		Bid Day Numbers
Alternate 1.b - New West Apron		$18,214		Bid Day Numbers
Subtotal		**$1,780,729**	**$1,769,938**	Bid Day Numbers
KA Site Services		$170,066	$170,066	4 Month Schedule
General Conditions / Reimbursables		$78,000	$78,000	Trailer,dumpsters, toilets, temp barricades, signage, etc.
Design Contingency	3%	$53,422		Electrical, pavement sections and washday not fully defined
Construction Contingency	5.0%	$89,036.45	$88,496.90	
Construction Escalation	0%	$0	$0	Bidding March 2023
Subtotal		**$2,171,253**	**$2,106,501**	
Soft Costs				
Architectural & Engineering Fees		$148,300	$0	Tracked under separate contract
Construction Manager Preconstruction Fee		$8,500	$8,500	
Construction Manager Fee		$65,138	$63,195	3% of Cost of Construction
Asbestos Abatement		$0		
Upgraded Xcel Service (Gas & Electric)		$0		By Owner If Needed
Permitting/Plan Review		$14,000	$14,000	
Construction Testing / Special inspections		$18,000	$18,000	
TAB & Commissioning		$0		
Builders Risk Insurance		$4,500	$4,501	
Owner Soft Cost Contingency	5%	$12,922	$5,410	
Subtotal		**$271,359**	**$113,606**	
Owner Costs				
FFE/Equipment		$24,000	$24,000	By Chisago County - Hotsie, Racking and Compressor
Subtotal		**$24,000**	**$24,000**	
Total Project Costs		**$2,466,613**	**$2,244,107**	
				Grand Total
Project Balance Available over / (under)		**$2,466,613**	**$2,244,107**	

VII + VIII.

Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #243
Center City, MN 55012

Memo

To: Chisago County Budget and Finance Committee

From: Kurt Schneider, Director Environmental Services & Zoning

Date: April 7, 2023

Re: **Environmental Services ARPA Funds Reallocation & County Recorders Technology Fund Property Records/Permitting Software Request**

On November 16, 2022, the County Board authorized ARPA-0304 ENVS; ARPA-0240 ENVS; and ARPA -0117 ENVS with estimated funding requests of $150,000, $75,000, and $100,000 respectively. These ARPA funding requests are proposed for the purpose of designing and constructing a new multi-purpose building *(restrooms, concessions space, a storage room and outdoor pavilion space)* and a 3-mile single-track Mountain Bike Course Trail at Ki Chi Saga County Park; and constructing a Parks Maintenance Cold Storage/Shop Building at Checkerboard Park.

Park Staff has solicited quotes with experienced contractors for each of these projects; A total of three (3) building quotes and two (2) Mountain Bike Trail Course quotes were received as follows and the previously awarded Parks Maintenance Cold Storage/Shop is presented here with added construction needs:

ARPA – 0304 ENVS Building Contractor Quotes:

1) Structural Buildings- **$155,391.00** ***Proposal Attached*
2) Sherman Builders- $155,982.05
3) Cedar Forest Products-$199,593.00

ARPA-0240 ENVS Single Track Mountain Bike Trail Course Quotes:

1) Pathfinder Trail Building – **$184,264.85** ** ***Proposal Attached***
2) Rock Solid Trail Contracting - $264,746

ARPA – 0117 ENVS Park Maintenance Cold Storage/Shop (awarded March, 15, 2022)

1) Custom Pole Buildings - $99,829.25 (includes permits & engineering)
2) Recommended additional Rebar and Excavation work of $5,700

An additional ARPA funds commitment of $145,0305.10 is requested to fully facilitate implementation of the three ARPA projects outlined above. A full breakdown of these ARPA Funds Park Division project costs is attached for further detail review. To accommodate this funding need staff proposes the re-allocation of previously committed ENVS ARPA funding as follows:

1. Redirect ARPA 0180-ENVS Online Permitting/Licensing Module funds to the above identified ARPA-0304 and ARPA-0240 Ki-Chi-Saga Park Improvements, and the additional ARPA-0117 Checkerboard Park Cold Storage construction needs.

2. Utilize County Recorders Dedicated Technology Fund balance to implement Online Property Records Permitting/Licensing Module software services (Preliminary Tyler Technologies quote for Enterprise Permitting & Licensing software implementation and 3-year service estimate is $315,886)

Recommended Action:

The Environmental Services Department respectfully requests the re-allocation of $145,0305 in ARPA 0180-ENVS dedicated funds to the ARPA 0304-ENVS, ARPA 0240-ENVS, and ARPA 0117-ENVS projects; AND authorization to proceed with the use of County Recorders Dedicated Technology Fund balance in support of current estimated 3-year term Enterprise Permitting & Licensing software services.

tyler technologies

Quoted By: Ray Kinard
Quote Expiration: 7/29/23
Quote Name: Tyler EPL

Sales Quotation For:
Chisago County
313 N Main St Rm 271
Center City MN 55012-7656
Phone: +1 (651) 213-7120

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		$ 178	10	$ 21,310
Enterprise Permitting & Licensing Extensions				
e-Reviews		$ 1,314	1	$ 15,763
Civic Access - Community Development		$ 762	1	$ 9,142
Community Development Executive Insights		$ 613	1	$ 7,356
Workforce Mobile		$ 52	5	$ 3,090
Core Foundation Bundle		$ 210	1	$ 2,521
Tyler Software				
GIS		$ 52	10	$ 6,180
	Sub-Total:			$ 65,362
	Less Discount			*$ 19,600*

TOTAL	**3**		**$ 45,762**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Data Conversion Services	50	$ 250	$ 12,500	$ 0
Professional Implementation Consulting - Remote	252	$ 200	$ 50,400	$ 0
Professional Implementation Consulting -Onsite	84	$ 225	$ 18,900	$ 0
Project Management Services - Remote	360	$ 200	$ 72,000	$ 0
Training Services - Onsite	32	$ 225	$ 7,200	$ 0
Training Services - Remote	88	$ 200	$ 17,600	$ 0
TOTAL:			**$ 178,600**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 45,762
Total Services	$ 178,600	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**178,600**	**$ 45,762**
Contract Total	**$ 315,886**	
Estimated Travel Expenses	**$ 10,000**	

Optional Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Unit	Annual Fee
Enterprise Permitting & Licensing Extensions				
Enterprise Service Requests (Back office only, does not include mobile app)		$ 482	1.0	$ 5,780
Tyler Software				
My Civic Bundle (Citizen Engagement and Requests)		$ 876	1.0	$ 10,508
Sub-Total				16,288
Less Discount				*4,886*
TOTAL	**3**			**11,402**

Comments
EPL Implementation: Tyler leads and owns the configuration of 2 unique business transactions, 2 template business transactions, and will build out the standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Shared Services:

Tyler Technologies' Enterprise Permitting & Licensing implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use Enterprise Permitting & Licensing
- Training and providing guidance on how to configure and maintain Enterprise Permitting & Licensing
- Setup of Enterprise Permitting & Licensing GIS Map
- Setup of Enterprise Permitting & Licensing GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS Integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Enterprise ERP, Cashiering, Content Management, Enterprise Service Requests, as applicable based on contract)
- Setup of Workforce Mobile (as applicable, based on contract)
- Enterprise Permitting & Licensing Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.

The client subject matter experts (SMEs) should be available approximately 25% of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Enterprise Permitting & Licensing consultant. These client SMEs will be responsible for the following general configuration tasks:

- Enterprise Permitting & Licensing Case Type Setup (and all associated items required to configure)
- Enterprise Permitting & Licensing System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Enterprise Permitting & Licensing Report Setup's dynamic custom fields
- Enterprise Permitting & Licensing User/User Role Setup
- Enterprise Permitting & Licensing Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- Other configuration as desired by client

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users to be purchased separately by Client.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Tyler resources will establish connection and verify data exchange between My Civic and Enterprise Permitting & Licensing powered by EnerGov for code cases.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing powered by EnerGov.

DCT-DB Conversion - The Client will populate the Data Conversion Template database with their legacy data to be used for the conversion. Tyler will guide and support the Client during this process to ensure success in its population and actual conversion. Once the Data Conversion Template database has been populated by the Client, Tyler will produce the mapping document to provide to the Client to match Legacy Data to new Enterprise Permitting and Licensing fields. The client reviewed and approved mapping document will be used within the standard conversion utility.

IX.

COUNTY OF CHISAGO

COUNTY ADMINISTRATION

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

April 12, 2023

Memo to: Budget and Finance Committee

RE: New Position Development – **County Outreach and Initiative Coordinator** – Administration/HRA-EDA

PURPOSE:

The primary responsibility of the proposed **County Outreach and Initiative Coordinator** position is to put Chisago County "on the map" as a desirable place to live, work, and play. What is good for anyone in Chisago County is GOOD FOR CHISAGO COUNTY.

The position will seek to improve the quality of life for individuals, families and businesses within Chisago County. The position will assist in bringing people to visit, live, and work in Chisago County, by highlighting and emphasizing the County's and its entities distinctive features (i.e., lakes, rural retail tourism, events, unique features).

This position would be an asset and provide significant value to the County, Cities, Townships, School Districts, Non-profits, and business communities by assisting in the coordination of their goals, events, and projects. The coordinator will seek to connect the entities through their commonalities, which will limit redundancies, and find efficiencies. The individual can be a resource to the entities if they do not have the staff or ability to invest in position.

One commonality that all entities have in common is the desire for economic growth and development.

The following entities in Chisago County are dedicated to the economic growth in Chisago County with limited results individually (but together?):

- Chisago County HRA/ EDA
- Chisago Lakes Chamber
- North Branch Chamber
- Rush City Chamber
- Individual City EDA groups (some of which are more successful than others)

The purpose of the **County Outreach and Initiative Coordinator** position is to develop and implement efforts to attract, retain and expand economic growth within Chisago County, in accordance with the strategic plans and direction of the County Board of Commissioners and County Administrator.

Major duties of the position include:

1. Promote and prepares a variety of reports and studies related to promoting economic growth, tourism, quality of life in Chisago County,
2. Participates in designing, developing, and implementing an annual marketing plan,
3. Development of internal and external County correspondence (i.e., internal newsletters, County Annual/Semi-Annual newsletters)
4. Develops and maintains effective working relationships with diverse entities in promoting initiatives for Chisago County.
5. Conducts research and program evaluation by implementing data collection, analysis, monitoring, and

dissemination protocols,

6. Facilitates communication with and between County Board, other municipal governments, educational institutions, private sector businesses and other related non-profit organizations.
7. Participates in/on a variety of meetings, conferences, and/or other related groups in order to receive and convey information.
8. Implementation of marketing initiatives

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Business Management, Marketing, Communications, Human Resources, or related field.
- Demonstrated oral, written and visual communication skills.
- Demonstrated computer skills, including website, database management, and social media.
- Valid Minnesota Driver's License.

The ideal applicant would have a marketing background and strong relationships with the County's public sector, private sector, school districts, tourism industry, and chambers.

This position could be scheduled to work 40 hours per week, Monday-Friday, 8:00-4:30 p.m., with occasional evening and weekend duties or less depending on demand OR part-time and limited to 20+ hours per week depending on the commitment from the County Board of Commissioners.

Relation to HRA-EDA

Chisago County HRA-EDA

"To improve the commercial and industrial tax base within the County with an emphasis on assisting existing businesses; and vigorously marketing the County to attract new business development."

"To promote and maintain a high quality of life in the County by advancing private development and private investment through collaborative efforts with local units of government and other interested organizations in Chisago County."

Economic Development
We work closely with local units of government throughout the County to provide Commercial and Industrial sites. We achieve this by investing in business parks and redevelopment sites. We also specialize in accessing financial programs to assist businesses looking to expand and locate in Chisago County.

Community Development
In order to provide sufficient infrastructure for development, we assist our cities and townships to secure and administer local, state, and federal grants and loans. We also provide project planning and program implementation.

Housing Development and Rehabilitation
The HRA-EDA owns and operates six multi-housing developments within the county. We also assist developers in locating sites for housing and assist with funding resources.

Small Business Development Center Services
The Chisago County HRA-EDA is a Small Business Development Center (SBDC) satellite office. We provide free and confidential consulting services to businesses and those considering starting a business. Services include: access to capital and loan packaging; financial analysis and assessment; cash flow management; business plan development; general marketing; start-up assistance; expansion assistance and relocation assistance.

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***19***
Title of Item for Consideration: Resolution on the CDC Federal Infrastructure Grant	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	

Background: Chisago County Health and Human Services has been awarded funding from the Minnesota Department of Health through the CDC Federal Infrastructure Grant, it is in place in collaboration with Academia to Strengthen Public Health.

***Attachment(s)*:**

- CDC Federal Infrastructure Grant

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

"Move to approve the CDC Federal Infrastructure Grant."

Implications of Action: This funding will support efforts to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce

Budget/Financial Implications: The budget will be fulfilled by State grant funding.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Alicia Waters, 651-201-4512, Alicia.Waters@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant Project Agreement Number:** 225469.	**MDH Program Name:** CDC Federal Infrastructure Grant
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 3/1/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later. **Expiration Date:** 11/30/2027	**Total State Grant Funds:** $0.00 **Total Federal Grant Funds:** $185,225.00 **Total Grant Funds *(all funds):*** $185,225.00

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** Chisago, County of. **UEI Number:** GVHPL2BDV794.
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	This funding will support efforts to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce.
Name of Federal Awarding Agency	Department of Health and Human Services Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** CDC's Collaboration with Academia to Strengthen Public Health **Assistance Listing Number:** 93.967
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NE11OE000048
Federal Award Date *(Date MDH received federal grant)*	11/29/2022
Total Amount of Federal Award Received by MDH	$42,873,748.00
Amount of funding from this federal award MDH is issuing to Grantee:	$185,225.00

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 313 N. Main St., Rm 239, Center City, MN 55012, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742 and 317(K)(2) of PHSA 42USC 24B(K)(2) for preventive health services ;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
   All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
   2.1. *Effective date*
   March 1, 2023, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

   2.2. *Expiration date*
   November 30, 2027, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Activities**
   3.1. *MDH's Activities*
   MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. **Award and Payment**

MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*

Reimbursement will be in accordance with the grantee activities addressed in Exhibit A, which is attached and incorporated into this grant agreement.

4.2. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed $185,225.00.

4.4. *Terms of Payment*

4.4.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. Federal Funds

Payments under this grant project agreement will be made from federal funds obtained by MDH through Strengthening Minnesota's Public Health Infrastructure, Workforce, and Data Systems, Assistance Listing (formerly known as CFDA) number 93.967 of the Public Health Service Act of 1944, including public law and all amendments. The Notice of Grant Award (NGA) number is 1NE11OE000048-01-00. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and

conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

6.1. ***Equipment***. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. ***Supplies***. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Alicia Waters, Grant Manager, P.O. Box 64975 St. Paul, MN 55164-0975, 651-201-4512, Alicia.Waters@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. **Termination**

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email or both) of termination to Grantee.

8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at

a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

9. **Publicity**
Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. **Clerical Error**
Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

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

12. **Voter Registration Services Requirement**
If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: _____

SWIFT Contract & Initial PO: 225469_3000101236

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities/Scope of Work

The purpose of this funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. More details and examples of activities supported by these duties can be found in the *CDC Federal Infrastructure Grant Guide for CHBs* found on the MDH website.

The programmatic duties must be completed and awarded funds expended by November 30, 2027 unless Grantee is notified in writing by MDH's Authorized Representative, or their designee, that the budget period is being extended.

1. Grantee shall complete, and update as necessary, proposed activities in REDCap, which will be used by MDH to ensure compliance with CDC guidelines and make connections with other grantees. Any changes made to the original proposal must be made in REDCap and reviewed by MDH.

2. Grantee shall undertake any or all the activities in the following areas:

    - **Support and sustain the public health workforce.** This could include, but is not limited to, strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
    - **Retain public health staff.** This could include, but is not limited to, strengthening retention incentives, creating promotional opportunities, and transition staff to other hiring mechanisms.
    - **Train new and existing public health staff.** This could include, but is not limited to, improving the quality and scope of training and professional development opportunities for all staff.
    - **Strengthen workforce planning, systems, processes, and policies.** This could include but is not limited to, maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.
    - **Recruit and hire new public health staff.** This could include, but is not limited to, expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.

3. Grantee shall complete a proposed budget in REDCap by the date provided to them by MDH. Any revisions made to the original budget must be made in REDCap.

4. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet MDH and CDC reporting and monitoring requirements.

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***20***
Title of Item for Consideration: Proclamation for Child Care Provider Appreciation Day	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: The last Proclamation was in 2022 and approved by the County Board in previous years.	
Background: Family Child Care Providers put in countless hours of work to serve the children and families of our Chisago County communities. May 12, 2023 is Nationally recognized as Child Care Provider Appreciation Day. The Family Child Care Providers in our County deserve this direct recognition from us. ***Attachment(s)*:** • Proclamation	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners pass and adopt the resolution for the Proclamation of Child Care Provider Appreciation Day. The following motion is suggested: ***"Move to approve the Proclamation for Child Care Provider Appreciation Day."***	
Implications of Action: Allows for official recognition of Licensed Family Child Care Providers. ***Budget/Financial Implications***: There are no budgetary or financial consequences to this. ***Legal/Policy Implications***: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION 23/0419-
PROCLAIMING CHILD CARE PROVIDER APPRECIATION DAY
IN CHISAGO COUNTY

WHEREAS, quality early childhood services, such as childcare, represent a valuable investment in our children's future, as well as the future of our state; and

WHEREAS, each day numerous Chisago County children, families, and community members benefit from the dedication and quality care that is brought forth through the childcare profession by the 59 licensed family childcare providers of Chisago County; and

WHEREAS, the COVID-19 pandemic created tremendous hardship for child care providers and the families of Chisago County who depend on them; providers have continued to meet the needs of families while risking their health and financial stability to remain open; and

WHEREAS, as these dedicated community members act out of compassion to instill positive values by good role modeling, where all families and children are met with understanding, acceptance, nurturing and guidance; and

WHEREAS, Child Care Providers frame a community by encouraging young minds and bodies to continue to grow and contribute to our community. This truly represents community participation; by virtue of devotion to fellow citizens, often with little recognition or remuneration for the vital work they do.

NOW, THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners hereby offers it's heartfelt thanks to the Licensed Family Care Providers, and declares
Friday, May 12, 2023 to be **Child Care Provider Appreciation Day**.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: April 19, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***21***
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of $2,260.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from October 31, 2023 – November 1st, 2023, and December 31, 2023 – January 1, 2024. These dates allow the Social worker to visit the client. ***Attachment(s)*:** • Out of State Travel to CT request form – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows: ***"Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility."***	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. ***Budget/Financial Implications***: The out of state travel will be paid with Budgeted Levy Dollars ***Legal/Policy Implications***: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	4/10/2023		
Employee Name	Children Services CM Staff		
Department	Health and Human Services		
Destination	Connecticut		
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center		
Departure Date	December 31,2023		
Return Date	1-Jan-24		
Total Travel Expenses			
Supervisor Name (PRINT)	Christine A. Johnson		
Supervisor's Signature	Christine Johnson	**Date Approved**	4/10/2023
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			$600.00
Ground Transportation	Car rental/ parking		1	$200.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$100.00
Mileage			1	$50.00
		Grand Total		$1,130.00

Chisago County Out-of-State Travel Request

Date Submitted	4/10/2023		
Employee Name	Children Services CM Staff		
Department	Health and Human Services		
Destination	Connecticut		
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center		
Departure Date	October 31,2023		
Return Date	1-Nov-23		
Total Travel Expenses			
Supervisor Name (PRINT)	Christine A. Johnson		
Supervisor's Signature	Christine Johnson	**Date Approved**	4/10/23
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			$600.00
Ground Transportation	Car rental/ parking		1	$200.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$100.00
Mileage			1	$50.00
		Grand Total		$1,130.00

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***22***
Title of Item for Consideration: SHIP Grant Agreements – Rush City Community Gardens 179, City of Rush City Park Board 180, Taylors Falls Elementary 181, Lakeside Elementary 182	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

***Attachment(s)*:**

- SHIP Grant Agreement – Rush City Community Gardens 179
- SHIP Grant Agreement – City of Rush City Park Board 180
- SHIP Grant Agreement – Taylors Falls Elementary 181
- SHIP Grant Agreement – Lakeside Elementary 182

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreements – Rush City Community Gardens 179, City of Rush City Park Board 180, Taylors Falls Elementary 181, and Lakeside Elementary 182. The following motion is suggested:

"Move to approve the SHIP Grant Agreements for Rush City Community Gardens, City of Rush City Park Board, Taylors Falls Elementary, and Lakeside Elementary 182."

Implications of Action: Approval of the 179 SHIP grant agreement will allow Rush City Community Gardens to purchase to purchase components in an effort to raise and create garden beds and grow healthy fruits and vegetables at the community gardens for Senior and disabled community members.

The 180 SHIP grant agreement will allow City of Rush City to purchase Rectangular Rapid flashing Beacon (RRFB) at the intersection of Harte and 4th., purchasing the RRFB will make it safer for pedestrians, and bicyclists to walk and ride, also it will improve traffic safety for the Highschool and Elementary school that is within walking distance of the intersection.

The 181 SHIP grant agreement will allow Taylors Falls Elementary to create a sensory integration room, Students with and With-out disabilities can go and process their sensory needs, the items to be purchased will be a trampoline, breathing balls, noise canceling headphones, and many other items so that students and staff can take a break.

The 182 SHIP Grant agreement will allow Lakeside Elementary to offer 2, 30-minute MoveMindfully sessions to parents and students during the 2nd grade Sneak peek event, the event is set up so that incoming 2nd graders can familiarize themselves with the building and at the same time give the families strategies and tools to help with Morning and bedtime routines, after school transitions, successful school work strategies and building connections.

Budget/Financial Implications: The 179 SHIP Grant budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $2,990.00.

The 180 SHIP Grant budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $8,483.48.

The 181 SHIP Grant budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $2,995.00.

The 182 SHIP Grant will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $540.00.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Rush City Community Gardens, 325 S. Eliot AVE., PO BOX 556, Rush City, MN 55069 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Rush City Community Gardens applied to County for a SHIP Grant in order to purchase components in an effort to raise and create garden beds, and grow healthy fruits and vegetables at the community gardens for Senior and disabled community members; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Nine Hundred Ninety Dollars ($2,990.00);** and

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

NOW THEREFORE, the County and Rush City Community Gardens enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: April 19, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*****:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*****:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**
The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Sue Hochstetter
Address: 325 S Eliot AVE., PO BOX 556, Rush City, MN 55069
Phone: 320-358-4743
Email: Shochstatter@ci.rush-city.mn.us

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**
This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**
Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety Dollars ($2,990.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

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

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

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Sue Hochstetter, Deputy Clerk
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 4/12/2023

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and City of Rush City Park Board, 325 S. Eliot., PO BOX 556 RUSH CITY, MN 55069 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Rush City Park Board applied to County for a SHIP Grant in order to purchase a Rectangular Rapid flashing Beacon (RRFB) at the intersection of Harte and 4th., purchasing the RRFB will make it safer for pedestrians, and bicyclists to walk and ride, also it will improve traffic safety for the Highschool and Elementary school that is within walking distance of the intersection; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Eight Thousand Four Hundred Eighty-Three Dollars and Forty-Eight ($8,483.48);** and

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

NOW THEREFORE, the County and City of Rush City enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: April 19, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**
The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Amy Mell, City Administrator
Address: 325 S. Eliot Ave., PO Box 556, Rush City, MN 55069
Phone: 320-358-4743
Email: cityhall@ci.rush-city.mn.us

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**
This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**
Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Eight Thousand Four Hundred Eighty-Three Dollars and Forty-Eight ($8,483.48)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

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

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

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the

information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of

these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

to release the data referred to in this Part, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Amy Mell, City Administrator
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 04/13/2023

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Taylors Falls Elementary, 648 West St. Taylors Falls, MN 55084 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Taylors Falls Elementary applied to County for a SHIP Grant in order to create a sensory integration room, Students with and With-out disabilities can go and process their sensory needs, the items to be purchased will be a trampoline, breathing balls, noise canceling headphones, and many other items so that students and staff can take a break; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Nine Hundred Ninety-Five Dollars ($2,995.00);** and

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

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

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: April 19, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**
The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Jason Riebe
Address: 648 West ST. Taylors Falls, MN 55084
Phone: 651-213-2101
Email: jriebe@isd2144.0rg

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**
This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**
Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety-Five Dollars ($2,995.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

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

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

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

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Jason Riebe, School Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 04/12/2023

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Lakeside Elementary, 29678 Karmel AVE, Lindstrom, MN 55045 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Lakeside Elementary applied to County for a SHIP Grant in order to offer 2, 30 minute MoveMindfully sessions to parents and students during the 2nd grade Sneak peek event, the event is set up so that incoming 2nd graders can familiarize themselves with the building and at the same time give the families strategies and tools to help with Morning and bedtime routines, after school transitions, successful school work strategies and building connections; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Five Hundred Forty Dollars ($540.00);** and

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

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

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: April 19, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**
The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Sara Johnson
Address: 29678 Karmel AVE, Lindstrom, MN 55045
Phone: 651-213-2334
Email: smjohnson@isd2144.org

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**
This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**
Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Five Hundred Forty Dollars ($540.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

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

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13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

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

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16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

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

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

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Sara Johnson, School Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 4/12/2023

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ***23***
Title of Item for Consideration: METS Statement of Work	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	

Background: METS is the central health insurance marketplace for Minnesotans. Enrolled client cases will be administered by counties in MN not unlike existing Financial Assistance cases. Behind the scenes, a new enrollment system is being developed by MN DHS to manage client cases for participants. County Financial Assistance agencies will utilize the new system as a normal part of their day-to-day operations. The client/case data for healthcare cases will eventually be migrated from the current MAXIS database into the new METS system. Once healthcare cases are migrated to the new system, EDMS solutions will require data from the new database so that imaged documents can be properly indexed into the proper electronic case. Additionally, EDMS systems that include an electronic form filling component (Compass/OnBase in this instance) will need access to the data in the new system to continue managing existing Workflow processes. Chisago County is leveraging DataBank IMX, a KYOCERA Group Company to design, implement, and support the solution.

***Attachment(s)*:**

- METS Solution Statement of Work

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the METS Statement of Work for HHS Income Maintenance. The following motion is suggested:

"Move to approve the METS Statement of Work for HHS Income Maintenance."

Implications of Action: Approval of this Statement of work will allow Chisago County Health and Human Service to increase our technical efficiency and allow us to better serve our medical population.

Budget/Financial Implications: $100,000 by Income Maintenance (IM) fund balance funding.

Legal/Policy Implications: The Proposed activities are compliant with all applicable state and federal regulations and County policies and procedures. Approval is subject to County Attorney approval.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____



Chisago County

Statement of Work

METS Solution

April 4, 2023

DataBank
A KYOCERA GROUP COMPANY

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VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20230106_Chisago County_METS Solution_SOW
Publish Date	1/6/2023
Current Revision Number	0.2

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	1/6/2023	Tim Nelson	Initial draft
0.2	4/5/2023	Richard Culhane	Removed Attachment A – Supporting Agreements as not applicable to this project per Lee Meyerdirk
			Added 2 additional signature blocks for customer

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – Senior Vice President of Services			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank - Bid Manager		X				X
Scott McLean	DataBank - Manager, Development Team		X				X
Richard Culhane	DataBank – Account Manager				X		X
Todd McMurray	Chisago County - Project Sponsor	X				X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

EXECUTIVE SUMMARY

METS (some refer to it as Curam or HIX/Health Insurance Exchange) is the central health insurance marketplace for Minnesotans. Enrolled client cases will be administered by counties in MN not unlike existing Financial Assistance cases. Behind the scenes, a new enrollment system (client database) is being developed by MN DHS to manage client cases for participants. County Financial Assistance agencies will utilize the new system as a normal part of their day-to-day operations.

The client/case data for healthcare cases will eventually be migrated from the current MAXIS database into the new METS system. Once healthcare cases are migrated to the new system, EDMS solutions will require data from the new database so that imaged documents can be properly indexed into the proper electronic case. Additionally, EDMS systems that include an electronic form filling component (Compass/OnBase in this instance) will need access to the data in the new system to continue managing existing Workflow processes.

Chisago County (hereinafter “Customer” or “Client”) is leveraging DataBank IMX, a KYOCERA Group Company (hereinafter “DataBank”) to design, implement, and support the solution.

PROJECT GOALS

Throughout significant collaboration with the Minnesota Department of Human Services and several current Minnesota County clients, DataBank is proposing a METS solution that will accommodate for current METS document processing by providing the following:

- A process to determine if a specific MNsure ID and related index information is known to OnBase
- A process to update OnBase indexing dataset if the above process fails
- OnBase Workflow logic to maintain and update documents submitted without required keyword information
- OnBase Workflow logic to route incoming documents to METS workers for processing
- METS case file storage and retrieval functionality similar to the existing Income Maintenance solution
- Create a new METS Client Tracking E-Form to retrieve Client data using the METS Tracking ID or the Maxis Case # entered by the user. The form will allow the users to update any information needed and submit the updated data. The updated data will be used to update the database where the data was retrieved. The user will also be allowed to create a new tracking form and submit the new data to the database.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description

Gap Analysis & Design	▪ Conduct Discovery sessions with Customer Subject Matter Experts (SMEs) and technical experts from IT, interfaces, and applications to perform gap analysis.
	▪ Internal analysis of discovery
	▪ Research and consultation for solution designs
	▪ Draft a high level Solution Design Document (SDD) for the solution components identified during Discovery including:
	  ○ Documentation of the basic OnBase components
	  ○ Illustrate as is and to be Workflow processes, if applicable
	▪ Create the Solution Inventory spreadsheet
	▪ Review SDD with Customer and modify if needed

Activity	Description
	○ This will include two (2) modifications. ○ Additional modifications will require a Change Order. ▪ Customer sign off on SDD
Solution Configuration	▪ Basic OnBase Configuration (i.e., autofills, Keywords, User groups) ▪ Creation/Implementation of METS Tracking Form, Web Service, and Unity Script ▪ Create New METS Workflow Framework to accommodate incoming MNsure documents ▪ Compass Capture modifications ▪ Internal development demo and review ▪ Client development review and feedback sessions
Custom Development	▪ <u>Create MNsure Web Service</u> a. There will be 4 functions in the web service i. GetAutofillValuesByMaxisCaseNumber 1. Input: Maxis Case Number to search SQL on 2. Output: JSON object representing the items in the autofill for the given value ii. GetAutofillValuesByMETSIntegratedCaseNumber 1. Input: METS Integrated Case Number to search SQL on 2. Output: JSON object representing the items in the autofill for the given value iii. GetAutofillValuesByMETSTrackingId 1. Input: Mets Tracking Id to search SQL on 2. Output: JSON object representing the items in the autofill for the given value iv. GetOnBaseAutofillData 1. Input: a. autofillNum – autofill number to search on b. inKeywordNum – keyword number of the in primary keyword c. primaryValue – value to search the autofill on 2. Output: JSON object representing the items in the autofill for the given value 2. <u>METS Client Tracking E-Form</u> a. Create a HTML form that allows users to search on Maxis Case Number or METS Tracking ID i. Values to return are: 1. Client PMI Number 2. Client SSN 3. Client First Name 4. Client Middle Name 5. Client Last Name 6. Client DOB 7. Address Line 1 8. Address Line 2 9. City

Activity	Description
	10. State 11. Zip 12. Client Phone 13. Use jQuery, jQuery UI, and maskedinput to format SSN, DOB, Zip, and Phone 3. <u>Follow-Up Date User Form</u> a. Create a HTML form that allows for users to pick a date b. Use jQuery and jQuery UI for the datepicker on the input field 4. <u>METS Update E-Form</u> a. Create a HTML form that allows users to search on Maxis Case Number or METS Integrated Case Number b. Values to return are: i. METS MNsure ID ii. Client SSN iii. Client First Name iv. Client Middle Name v. Client Last Name vi. Client DOB vii. METS OnBase User ID viii. METS Worker Name 5. <u>METS Update Unity Script</u> a. Create a unity script that will insert or update the MNsure tables in SQL from the METS Update E-Form 6. <u>METS Client Tracking Data Update Unity Script</u> a. Create a unity script that will insert or update the ClientTrackingDataTable table in SQL from the METS Client Tracking E-Form
Database Services	▪ Modify SQL View to accommodate Index information for MNsure Case ▪ Daily download for METS
Testing	▪ Perform functional testing ▪ Create test scripts for User Acceptance Testing (UAT) ▪ UAT assistance and issue resolution
Training	▪ UAT training ▪ Create end user training manual ▪ Admin training ▪ End user training
Production Deployment	▪ Migration of solution to Production ▪ Go-live support ▪ Admin handoff ○ Create Customer system information document ○ Final solution inventory ▪ Transition to Support
Project Management	DataBank will assign a Project Manager who will manage the day-to-day

Activity	Description
	activities of the project in conjunction with Customer Project Manager. Responsibilities include: ▪ Setup the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ Manage the project budget and invoicing ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Customer Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

The following items have been discussed but are considered out of scope for this project:

Activity	Description
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in the following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

PRICING BREAKDOWN

Professional Services Fees (Estimate) - Time & Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Gap Analysis & Design	52.0	$205.00	$10,660.00	$1,180.00	$11,840.00
Solution Configuration	48.0	$205.00	$9,840.00	$0.00	$9,840.00

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Custom Development	109.0	$205.00	$22,345.00	$0.00	$22,345.00
Database Services	18.0	$205.00	$3,690.00	$0.00	$3,690.00
Testing	70.0	$205.00	$14,350.00	$1,060.00	$15,410.00
Training	40.0	$205.00	$8,200.00	$3,660.00	$11,860.00
Production Deployment	48.0	$205.00	$9,840.00	$795.00	$10,635.00
Project Management	74.0	$205.00	$15,170.00	$0.00	$15,170.00
Total	**459.0**	**$205.00**	**$94,095.00**	**$6,695.00**	**$100,790.00**

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed. Estimated hours are based on the total number of hours to complete the work identified in this SOW. Hours may shift between phases based on the requirements of the project.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Client add a contingency reserve of 20% of total project estimate to account for change orders and additional request.

SERVICES RENDERED & TIMELINE ESTIMATION

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

DATABANK POLICIES

Travel & Expense Policy

Trip Charge
If travel is required, charges associated with travel to and from Client site(s) are invoiced as a flat-rate trip charge. The standard trip charge will be $650.00 per resource regardless of the method of travel and/or distance (i.e., mileage, airfare, etc.).

Estimated Expenses
Other recoverable expenses such as lodging, meals, car rental, and parking will be billed back to Client based on a daily per diem of $265.00 per resource. The **actual** expenses will be itemized on the invoice.

Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

- Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if

the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Client as part of the Change Order Process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or any prospective Clients made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such Clients.

REQUIRED DOCUMENTATION

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Purchase Order
2. Signed Statement of Work

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

CLIENT RESPONSIBILITIES

Client agrees that the following actions and project requirements will be solely owned and completed/provided by Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
2. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
3. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
4. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.

1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the Solution Design Document.
4. Client will document all issues/change requests as part of the Client testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a $6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Solution Design Document is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final Solution Design Document, signed by all parties.
5. DataBank will deploy the solution in Customer's test environment, unless agreed upon by both parties prior to deployment.
6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final Solution Design Document prior to training.
8. DataBank will perform UAT training and assist with User Acceptance Testing (UAT) prior to formal training. Any issues or project gaps must be identified, documented and communicated to DataBank Project Manager at the time of UAT.
9. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Solution Design Document.
11. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the Solution Design Document and any negotiated Change Orders.
13. DataBank will manage/schedule its own resources during the project.
14. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. At the end of the agreed upon User Acceptance Testing schedule, DataBank will provide the Release to Production document. Customer will have 3 business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.

17. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
18. Customer agrees to provide payment to DataBank no later than 30 business days after the completion of the User Acceptance Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW or in the Master Services Agreement between Customer and DataBank.
19. After the solution goes live, DataBank will coordinate a “handoff to Support”. Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
20. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
21. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
22. Customer will provide remote access as needed to DataBank/s developer for configuration, testing, and deployment.
23. Features not described herein are out-of-scope, and any changes to deliverable functionality may necessitate a change order for additional development hours.
24. All DataBank integrations proposed / delivered in this engagement will be architected based on the current version and configuration of the systems that are connected by this integration. Any plan to upgrade or change the configuration of any component of the integrated systems will require a review by DataBank to ensure the integrity of the integration. The client should contact their DataBank account manager to have this integration reviewed and updated if required. This will ensure the continued success of the Client’s solution.
25. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If the customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
26. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.
27. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
28. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

INTELLECTUAL PROPERTY RIGHTS

Intellectual Property and Work Product created, made, originated, purchased or licensed by DataBank for the purpose of performing the Services is not to be deemed a “work made for hire” and shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, as set forth below. Documentation created by DataBank about performed Services shall remain the property of DataBank. Customer shall be permitted to use any documentation or reporting created for the Services, for internal instructional, educational, and administrative purposes only.

Customer will not copy the technology without the express written consent of DataBank, except as specifically allowed by the technology license agreement. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Other than as provided below, this Agreement does not provide Customer with Intellectual Property or Work Product ownership or rights of any kind nor access to DataBank created and owned Intellectual Property and Work Product which exists as a licensed software product. Purchasing and licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.

Subject to the payment of all fees due and payable to DataBank hereunder or under any applicable SOW, DataBank acknowledges that, subject to the licenses granted and exceptions provided herein, DataBank has no ownership interest in the Deliverables or custom software development created solely for Customer's use. Notwithstanding the foregoing, DataBank shall retain sole ownership of and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, DataBank Methodology and/or DataBank Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a worldwide, non-exclusive, royalty-free, perpetual license to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) "DataBank Methodology" means (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by DataBank prior to the commencement of work hereunder; and (b) "DataBank Residual Information" means information developed by DataBank during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general knowledge and experience in the memory of those DataBank employees or subcontractors who have rightful access to the Deliverables.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, A Kyocera Company ("DataBank") and Chisago County ("Customer" or "Client") with a location at 313 N Main St, Center City, MN 55012 in connection with a certain project ("Project") pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Additional Agreements may be required as part of this SOW and are referenced in Attachment "A" (Supporting Agreements).

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference

and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank's standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provided upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank's Employees are required to perform the Services at Customer's facility, Customer shall provide adequate working space, facilities and equipment for such Employees.

TERMINATION

This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days' written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either Customer or DataBank may terminate this Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement.

ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Company Name ("DataBank")

By (Signature)

Printed Name and Title

___ / ___ / ___

Dated

Chisago County

Company Name ("Customer")

By (Signature)

Ben Montzka, Chair, Chisago County board of Commissioners

Printed Name and Title

___ / ___ / ___

Dated

Chisago County

Company Name ("Customer")

By (Signature)

Robert Benson, Director HHS

Printed Name and Title

___ / ___ / ___

Dated

Chisago County

Company Name ("Customer")

By (Signature)

Janet Reiter, Chisago County Attorney

Printed Name and Title

___ / ___ / ___

Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip

City, State, Zip

APPENDIX A – UAT ACCEPTANCE FORM

- Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met the specifications identified within the solution design document and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name (“Customer”)

Project Sponsor Name (Print)

Project Sponsor Signature Date

APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____
Company Name (“Customer”)

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature Date

Chisago County Request for Board Action

Meeting Date: April 19, 2023	***Item Number:*** ******** 24 ********
Title of Item for Consideration: Classification and Appraisal of Tax Forfeited Land pursuant to Minnesota Statutes 282.01	
Action Requested by: Bridgitte Konrad	***Department:*** Auditor-Treasurer
Previous Action on this Matter: Classification and appraisal of tax forfeited lands have been approved for several other tax forfeited parcels in the past.	

Background: Various pieces of property have forfeited for non-payment of taxes. In order to be able to sell these parcels at tax sale the County Board of Commissioners needs to classify and appraise the tax forfeited parcels. Attached is a list of the parcels in question showing the classification of non-conservation pursuant to M.S. 282.01 Subdivision 1 and the appraised value as established by the Assessor's Office. We will be changing locks and the Assessor will be doing the valuation early next week. We will provide the resolution for your consideration at the meeting on Wednesday. This will allow us to notify the local units of government with other approved at the previous meeting.

***Attachment(s)*:**

- Resolution Classification and Appraisal of Tax Forfeited Land

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners the attached resolution approving the classification and appraisal of tax forfeited land. The following motion is suggested:

"move to approve the attached resolution approving the classification and appraisal of tax forfeited land."

Implications of Action: If the resolution and the classification and appraisal of the tax forfeited parcels are not approved, the County will not be able to proceed with the sale and the property will not be returned to the tax rolls.

Budget/Financial Implications: Any cost incurred in the sale of these parcels will be covered by the proceeds of the sale.

Legal/Policy Implications: This action meets all statutory requirements

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

WEEKLY LEGISLATIVE UPDATE

April 10, 2023 **Issue No. 15**

Benton·Blue Earth·Carver·Chisago·Crow Wing·Dakota·Olmsted·Otter Tail·Rice·St. Louis·Scott·Sherburne·Stearns·Washington·Winona

Quick Links to Contents

Leadership & Overall | Transportation | General Government & Other

Taxes & Fiscal Policy | Health & Human Services | Corrections & Public Safety

Bonding & Capital Investment | Environment

Leadership and Overall

Last week was a short week as the legislature met on Monday and Tuesday and then broke for Passover-Easter.

The legislature resumes committee and floor sessions on Tuesday, April 11, with most activity slated for higher level committees (Senate Finance and House Ways and Means) hearing omnibus budget bills, as well as hearings and action in respective tax and capital investment committees.

Six weeks remain before the constitutionally required adjournment date of May 22 at midnight.

Tax & Fiscal Policy

Last Week

On Tuesday, the House Tax Committee held a hearing on three major omnibus budget bills, each of which contains various tax provisions:

HF2335 (Howard) – the House Omnibus Housing bill proposes to impose a ¼ percent sales tax in seven metropolitan counties, about $192 million annually (FY26) when fully implemented. The revenues would be used for rental assistance vouchers (25% of $47.9 million)) in the metropolitan area, the remaining 75% for Local Affordable Housing Aid to large cities (15%) and counties (52.5 - 60%), in the metropolitan area. An amount equal to 10% of the large city and county aid, or up to about 7.5%, would be used for competitive grants to metropolitan area cities under 10,000. When presenting the bill, Chair Howard stated that the aid would help bring down the costs of housing by targeting housing supply and provide support for 1,000 new affordable rental units and 1,000 new affordable homeownership opportunities each year. Rep. Howard further responded to criticism of the bill, that a regressive sales tax is not an appropriate revenue source for dedicated housing funding, and that high and rising housing costs are also regressive. MICA has urged Local Affordable Housing Aid be funded from the General Fund. The Table below illustrates FY26 estimated new revenue and apportionment to Local Housing Aid. The bill was approved on a voice vote and rereferred to House Ways and Means.

Metro County	Metro Share of Sales Tax	Cost Burdened Households (CBH)	Share of Metro CBHs	FY26 Est. County Housing Aid	County Share	FY26 Amount to Cities in County	FY26 City plus County Amt	Combined Final Share
Anoka	**8.16%**	30,323	9.38%	$ 10,465,953	10.4%	$ 2,614,074	$ 13,080,027	**10.1%**
Carver	**1.95%**	8,258	2.55%	$ 5,045,566	5.0%	$ 629,127	$ 5,674,693	**4.4%**
Dakota	**11.62%**	39,240	12.13%	$ 12,656,463	12.6%	$ 3,745,709	$ 16,402,172	**12.7%**
Hennepin	**53.87%**	147,064	45.47%	$ 39,144,013	38.9%	$ 13,242,301	$ 52,386,314	**40.5%**
Ramsey	**15.37%**	64,767	20.03%	$ 18,927,309	18.8%	$ 6,084,533	$ 25,011,842	**19.3%**
Scott	**3.11%**	11,888	3.68%	$ 5,937,296	5.9%	$ 841,612	$ 6,778,908	**5.2%**
Washington	**5.92%**	21,865	6.76%	$ 8,388,200	8.3%	$ 1,575,445	$ 9,963,644	**7.7%**

HF2497 (Youakim) – the E-12 Education Finance Omnibus bill. K-12 schools receive most of their funding from the state, as well as from property tax levies and changes in state aid formulas often interact with levies. HF2497 had a 'zero' levy target, i.e. no increase in property tax levies, and instead appropriates state funds to offset any property tax levies that would have otherwise occurred under the bill.

HF2887 (Hornstein) – the Omnibus Transportation Finance bill, proposes various new tax revenues dedicated to transportation. The bill passed committee on a 10-6 vote and was rereferred to House Ways and Means Committee. The bill includes:

- a Motor Vehicle Registration Tax (Tab Fee) increase reflected by the combination of a tax rate increase from 1.285% of value to 1.950%, as well as adjusting depreciation rate schedules. An analysis developed by House staff illustrates how the proposed new revenue impacts across different ages and values of vehicles.
- An increase of the Motor Vehicle Sales Tax (MVST) rate from 6.5%, to 6.875%, the same as the current statewide general sales tax rate. Under current law, 60% of these revenues are deposited into the HUTD and 40% is allocated to transit.
- Creating a new $0.75 per package Delivery Fee on non-food deliveries, such as on-line purchase and delivery of clothing, home supplies, and other delivered purchases. An author's amendment adopted by the Committee made several administrative changes and also exempted retail businesses with $1 million or less of retail sales in the prior year, and marketplace providers when facilitating less than $100,000 of sales for a business in the prior year. Committee discussion focused on various complexities, such as original deliveries, returns, and re-shipments. While food is exempt, a delivery fee would be charged if the delivery includes any product that is subject to the fee. Overall, if state general sales tax applies, the delivery fee would apply except that clothing deliveries would also be subject to the fee.
- Dedication of the $33 million of auto parts sales tax to road and bridge funding through FY2027, followed by full dedication beginning in FY2028.
- Creation of a ¾ percent sales tax applied only in the metropolitan counties with revenue dedicated to transit (5/6ths) and highways (1/6th). Met Council staff were not at the hearing for questions on how the allocation of revenues for transit and highways aligned transit use relative to vehicle miles traveled. The bill also authorizes Met Council bond authority, and legislative staff testified that if approximately 10% of revenue streams were dedicated to debt service, the new revenues could support $5 - $6 billion of bonding, assuming a 20-year payback schedule is the norm and depending on interest rates.

On Tuesday, the Senate Tax Committee heard a mix of bills extending by ten years a multi-county housing levy authority in Northwestern MN, extending, and modifying various local tax increment financing authorities, and extending a special Anoka County public safety levy authority.

This Week

Selected Committee Hearings

Bonding and Capital Investment

Last Week

Both House and Senate Capital Investment committees met this week and continued hearing local bonding and impact bills.

The House Capital Investment committee heard HF2547 (Hanson) cleanup of the Freeway Landfill and Dump funding bill. The bill appropriates up to $165 million to the MNPCA to provide sufficient funds and to pay debt service including capitalized interest, costs of issuance, costs of credit enhancement, or make payments under other agreements. The bill also appropriates an unknown amount to pay principal and interest on appropriation bonds issued. The bill was only heard on an informational basis.

The committee will meet next week Friday to continue its hearing process of local impact and policy bills.

The Senate Capital Investment Committee heard 28 local impact bills. Chair Pappas stated that the meeting may be the last series of bills heard to be included in the omnibus bill for this year from the Capital Investment Committee.

This Week

Selected Committee Hearings

Transportation

Last Week

As described in the Tax Section above, HF2877 (Hornstein) was heard in House Tax Committee (bill summary). The bill was amended to exempt certain small businesses from the proposed new package delivery fee. The bill was approved by Tax Committee and rereferred to House Ways and Means. Both House and Senate Omnibus Transportation Bills will receive hearings this week.

Under longstanding constitutional allocation formulas, 62% of funds deposited into the Highway User Tax Distribution Fund are allocated for state roads, while 29% is for county-state aid roads, and 9% for municipal roads in cities with populations of 5,000 or more. Viewed another way, the ratio of state aid county for county and city roads has historically been about $3.2:$1, or $3.2 dollars of county roads for every one dollar of municipal aid.

As can be summarized below, while the Senate bill proposes a somewhat larger increase in funding for counties than the House, the percentage increase in state aid for counties is less than for cities, towns, or state road construction.

Comparison of House & Senate Transportation Omnibus Bill NEW Revenues

THF New Revenues	$ 192,902	$ 236,332	$ 249,913	$ 183,942	$ 237,895	$ 259,794
Percent Change --State Road Const	*19.8%*	*24.3%*	***25.7%***	*18.9%*	*24.4%*	***26.7%***
County Roads/ CSAH Base	$ 872,960	$ 878,966	$ 889,546	$ 872,960	$ 878,966	$ 889,546
New CSAH Revenues	$ 127,879	$ 153,016	$ 160,210	$ 141,862	$ 177,741	$ 193,860
Percent Change	14.6%	17.4%	**18.0%**	16.3%	20.2%	**21.8%**
MSAS/Large City Dedicated Funds	$ 224,660	$ 225,843	$ 228,505	$ 224,660	$ 225,843	$ 228,505
New MSAS/Large City Funds	$ 47,262	$ 55,466	$ 57,588	$ 67,661	$ 79,473	$ 85,156
Percent Change	21.0%	24.6%	**25.2%**	30.1%	35.2%	**37.3%**
Town Roads and Bridges Base* **	$ 58,932	$ 58,932	$ 58,932	$ 58,932	$ 58,932	$ 58,932
Townships New Revenues	$ 26,875	$ 30,489	$ 31,175	$ 26,261	$ 28,391	$ 29,255
Percent Change	45.6%	51.7%	**52.9%**	44.6%	48.2%	**49.6%**

Further, the ratio of new state aid for counties compared to new aid for cities is about $2.2 to $1, lower than the constitutional formula of $3.2 to $1.0. This happens because as more of the new dollars – auto parts sales tax dedication and the proposed new delivery fee—are statutorily dedicated, the legislature has greater flexibility to allocate in different ways. As the bills move forward, **all counties will benefit from a push to distribute aid to counties consistent with the constitutional ratio of $3.2 to $1.0**.

Allocating funds relative to system 'needs": Current new funding proposals fund city and town road and bridge 'needs' – defined roughly as the gap between estimated construction costs for set period less then annual current law revenue streams for funding those needs — to a greater degree than county CSAH and county road needs. For example, township needs estimated at about $30M annually, are being fully funded, while city needs are about 40% funded and county road and bridge needs about 30%.

County Revenue Increased – Linked to Delivery Fee

Assuming all the currently proposed revenue streams remain in the House and Senate bills, the structure of the revenues is also important.

FY26 -- Each Systems New Revenue Sources					
House	**THF**	**Counties**	**MSAS/Large**	**Small Cities**	**Townships**
Registration Tax Changes	59.6%	47.3%	36.9%		18.2%
MVST Increase to 6.875%*	8.9%	7.1%	5.5%		2.7%
Delivery Fee	23.2%	39.1%	52.5%	100.0%	76.5%
Auto Parts	8.2%	6.5%	5.1%	0.0%	2.5%
Renewal Surcharge - $7.50			0.0%	0.0%	0.0%
Senate	**THF**	**Counties**	**MSAS/Large**	**Small Cities**	**Townships**
Registration Tax Changes	63.8%	43.8%	27.7%		21.1%
MVST Increase to 6.875%*	8.9%	6.1%	3.9%		2.9%
Delivery Fee	23.0%	39.6%	34.0%	0.0%	7.6%
Auto Parts	4.2%	10.4%	10.5%	9.5%	1.4%
Renewal Surcharge - $7.50			23.9%	90.5%	66.9%

For example, as drafted, state and county roads would get more of their funds from the constitutionally dedicated formulas—which are required to be used for the registration tax and MVST increases—and a smaller share from the delivery fee. Nonetheless, if the proposed Delivery Fee is not enacted, roughly 39% of the current estimated increase in county state aid for roads and bridges would go away, unless a larger share of auto parts sales tax was directed to counties.

What does all this mean? – a larger portion of the proposed new revenues should be allocated to county governments. The current allocations both fund a smaller share of county road needs and are less than the constitutional share for county roads and bridges.

This Week

Selected Committee Hearings

Health and Human Services

Last Week

The Legislature met on Monday and Tuesday last week. As of 5:00 p.m. on Tuesday, they are in recess until Tuesday, April 11.

Juneteenth: Sections 46 and 47 of the Senate Omnibus State and Local Government bill (SF1426; Murphy; DFL-St. Paul) contains language that **makes "Juneteenth" effective the day after enactment.** As originally passed, it would not have gone into effect until August 1, 2023, which would have delayed recognition of the holiday until June 2024. If passed, the effective date is February 4, 2023, the day after Governor Walz signed chapter 5.

The language is not included in the House Omnibus State Government bill (HF1830) at this time.

Mental Health Parity and Substance Abuse Accountability Office: Both the Senate and House Omnibus Commerce Finance Committee bills contain language that would create a Mental Health Parity and Substance Abuse Accountability Office:

- SF2744 (Klein; DFL-Mendota Heights); $100K (FY25); $175K (FY26)
- HF2680 (Stephenson; DFL-Coon Rapids); **no funding at this point**

Safe Routes to Schools: Both omnibus transportation bills include additional investment in Safe Routes in Schools:

House Transportation Finance & Policy (HF2887)

- Safe Routes to School; $1.5 million (FY24); $500K (FY25) and ongoing.

Senate Transportation Finance & Policy (SF3157)

- Safe Routes to School; total of $21 million (FY24-25); total of $3 million (FY26-27)

Health and Human Services

House Omnibus Health Finance and Policy: The items below are changed items from last week's update regarding HF2930 (Liebling; DFL-Rochester). It awaits action in the House Ways and Means Committee.

The bill would spend $769.99 million over the 2024-25 biennium and $582.4 million over the 2026-27 biennium.

- Representative Liz Reyer **(**DFL-Eagan) amended the bill to **include a non-funding provision relating to the metro housing demo program. Under the language, Carver, Scott and Washington Counties would be added to Minnesota statutes, making them eligible to participate within the existing allocation.** Spreadsheet 03-29-23

Department of Human Services:

Rate Increases:

- Rate increase for reproductive health services in MA and MinnesotaCare; $517K (FY24-25); $799K (FY26-27)

Medical Assistance/MinnesotaCare/Health Care:

- Improve applicant and enrollee experience for MA and MinnesotaCare; $11.7m (FY24-25); $6.7m (FY26-27)

Housing/Homelessness Supports:

- Funding for Homeless Management System; $850K (FY24-25); $1.6m (FY26-27)

Behavioral Health:

- Additional funding for Mobile Crisis Grants; $12.5m (FY24-25); $10.6m (FY26-27)

Information Technology:

- Provider licensing and reporting Hub; $16.3m (FY24-25); $8.99 (FY26-27)
- MNsure technology modernization; $21.8m (FY24-25); $3.5m (FY26-27); UPDATED NUMBERS

Department of Health:

Children and Families:

- Healthy Beginnings, Healthy Families grant program; $21.5m (FY24-25); UPDATED NUMBERS
- Funding to continue operation of "MN Help Me Connect;" $1.4m (FY24-25)

Workforce:

- Grants to expand health care workforce; $13.5m (FY24-25); $13.95m (FY26-27)

Equity:

- Office of African American Health; $4.4m (FY24-25); $4.3m (FY26-27); UPDATED NUMBERS
- Office of African Indian Health; $4.2m (FY24-25); $4.2m (FY26-27); UPDATED NUMBERS

Heath Care:

- Universal health care system benefit and costs analysis; $4.2m (FY24-25); $580K (FY26);

Behavioral Health:

- Psychedelic Medicine Task Force; $400K (FY24-25); NEW

Miscellaneous:

- Assisted living licensure and home care; $5.7m (FY24-25); $5.7m (FY26-27)
- Grants to promote local planning for climate resiliency; $1m (FY24-25)

Senate Omnibus Human Services

On Monday, the Senate Human Services Finance and Policy Committee passed SF2934 (Hoffman; DFL-Champlin). The bill spends $1.298 billion in FY24-25 and $1.555 billion in FY26-27.

- Senator Paul Utke (R-Park Rapids) added an amendment regarding **the county cost share for individuals who are civilly committed and awaiting a bed at another state operated facility. The committee had earlier approved a 50% reduction; with this change, counties would be completely exempted from paying a cost share, saving counties $13.2 million over the next two biennia.**

The committee passed the bill and referred it to the Senate Finance Committee, where it will be heard on Friday.

Senate Omnibus Health and Human Services

On Tuesday, the Senate Health and Human Services Finance and Policy Committee passed SF2995 (Wiklund; DFL-Bloomington), which spends $1.5 billion in FY24-25 and $1.8.3 billion in FY26-27.

The following amendments were adopted:

- A16 (Abeler); requires DHS to report to the Legislature the number of grant programs administered by the commissioner that required FTEs; the total amount of funds appropriated for FTE staff or administration in order to implement; and if there were funds appropriated that were not spent on FTE staff or administration, what the funds were actually spent on.
- A22 (Wiklund)
  - Establishes a Mental Health and Substance Use Disorder Education Center within the Department of Health. Its purpose is to increase the number of professionals, practitioners and peers working in mental health and substance use disorder treatment; increase the diversity of professionals, practitioners and peers working in mental health and substance use disorder treatment; and facilitate a culturally informed and responsive mental health and substance use disorder treatment workforce.
  - Establishes a mental health professional scholarship program within DHS to assist mental health providers in funding employee scholarships for master's degree-level education programs in order to create a pathway to becoming a mental health professional.
- A38 (Morrison); Overdose prevention grants; $1 million in FY24 to the Steve Rummler Hope Network for statewide outreach, education and training and distribution of naloxone kits.

The committee passed the bill and referred it to the Senate Finance Committee, where it will be heard on Thursday.

This Week

The Legislature returns on Tuesday. Work will shift to the Finance/Ways and Means Committees and floor action. There are only six weeks remaining in the session. The constitutional deadline for adjournment is Monday, May 22.

Selected Committee Hearings

General Government and Other

Last Week

Public Pensions/PERA: On Monday, the Legislative Commission on Pensions and Retirement (LCPR) gave bi-partisan approval to HF3100 (Her) and SF3162 (Frentz), allocating a $600 million one-time for various public pension fund purposes (spreadsheet, bill summary). As drafted, none of the spending provisions are anticipated to have immediate contribution rates for employees or employers. For local governments pensions:

- $148.3 million appropriated for one-time state aid to PERA-General and $5.3 million one-time state aid for PERA-Correctional.
- While a large appropriation, the amount is small relative to total pension liabilities and is estimated to reduce PERA-General's unfunded liability from $6.1 billion to $5.9 billion. By improving the financial health of the fund, employees, employers and retirees all benefit by diminishing the likelihood that contribution levels increases or benefit adjustments will be needed to cover unfunded liabilities.
- For PERA Police and Fire Fund, a significant rise in duty disability pension claims has raised alarm regarding the financial sustainability of that fund. From the target, $104 million is set-aside (one-time) to fund significant expected ongoing cost increases for a new Duty Disability Treatment benefit for peace officers and firefighters diagnosed with mental illnesses to receive state funded evidenced-based treatment. If after treatment, the employee is diagnosed with mental illness last more than one-year, the employee will be eligible for Duty Disability pension.

In addition, just over $71 million of one-time funds is appropriated provide the retirees of all public pension funds a minimum 2.5% COLA for in 2024. The increase is nonrecurring, non-compounding. Another $17 million is appropriated for non-recurring 1.45% COLA in 2024 for basic plan members (*plans not coordinated with social security*).

State Government Budget Bill—Local Provisions: Also Monday, SF1426 (Murphy), the Senate State and Local Government and Veterans Committee acted on amendments and approved the bill primarily authorizing funding for the legislature, Governor's Office, and state agencies. Included in the bill are several appropriations and programs that will benefit county governments, including:

- Article 1, section 9 and Article 3, section 9, provide $2.2 million in FY2024 and $3.5 million in FY2025 for grants to county governments to help address cybersecurity risks and cybersecurity threats.
- Article 1, section 9 (i) appropriates $16 million in FY2024 and $4 million in FY2025 for public land survey system monument grant program, for distribution by MN.IT and specified uses outlined in Article 2, section 45 of the bill.
- The bill would also:
  - require the establishment of global warming impact standards for certain construction materials used in state buildings and roads (see Section 16);
  - amend the effective date of legislation passed earlier in session such that Juneteenth would become an official state holiday beginning in June 2023.

The bill now moves on to Senate Finance Committee.

This Week

Selected Committee Hearings

Corrections & Public Safety

Last Week

The Public Safety omnibus bills passed both House and Senate Committees last week. No report on bill movement or updates this week.

This Week

Selected Committee Hearings

Environment

Last Week

On Monday, the House Ways and Means Committee approved HF1999 (Lillie) appropriating money form the Legacy Funds, including funds that will benefit counties and local governments from the heritage, clean water, and parks and trails accounts. Here is a link to the spreadsheet and bill summary. In addition, the Committee also approved HF463 (Vang), the Rural Finance Authority bond financing bill (summary). Those bills will not go to the full House for consideration.

This Week

Selected Committee Hearings

Combined Hearing Schedules

Next 7 Days Combined Hearing Schedule

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