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, July 19, 2023
County Board Room, Room 172

6:30 p.m. **Convene the Chisago County Ditch Authority**

1.) Consider Financial Assistance Requested by the City of North Branch TAB 1

Convene; Pledge of Allegiance; Approve County Board Agenda

Road & Bridge Committee of the Whole:
Discussion

2.) County Engineer's Report TAB 2

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

3.) AET Subsurface Testing Services Contract 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:

2.) R&B Committee Recommendation – County Engineer's Report TAB 2
3.) R&B Committee Recommendation – AET Subsurface Testing Services Contract TAB 3
4.) Minutes from the July 5, 2023 County Board Meeting TAB 4
5.) Payment of County's Warrants and Miscellaneous Bills TAB 5
6.) Budget Adjustment Request – State Municipal Revenue to Road Construction Payment TAB 6
7.) Equipment Expenditure Request – Tandem Purchases TAB 7
8.) Temporary Liquor License Request – Almelund Lion's Club TAB 8

Presentation:

9.) Lakes Center For Youth and Families (LC4YF) – Services for County Youth TAB 9
- Linda Madsen, Executive Director

Environmental Services/Zoning Report – Kurt Schneider, Director

10.) Director's Report TAB 10
11.) Becky Meyer & Bill Lloyd IUP – Pet Boarding and Daycare Commercial Kennel TAB 11
12.) John and Janet Swanson and Milo Horak Blue Ribbon Tree Farm Preliminary Plat TAB 12
13.) Nonnative Phragmites Treatment Joint Powers Agreement TAB 13
14.) Carp Study and Data Collection (LID) TAB 14
15.) CLLID Budget Reallocation/Adjustment Request TAB 15

Other Business of the County Board

16.) Budget and Finance Report from July 12, 2023 TAB 16
17.) Emergency Foster Care Contract with Leah Killian-Smith and Jonah Smith TAB 17
18.) SHIP 215, 216 and 217 Grant Agreements – TRIO, City of Lindstrom, and County Parks TAB 18

19.) Opioid Settlement Q2 Staff Expenses TAB 19
20.) Update to Attorneys "LENS" Record Management System TAB 20

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Chisago County Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** 1
Title of Item for Consideration: Public Ditch Meeting – Consider Financial Assistance Requested by the City of North Branch	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None	

Background: The culvert under Maple Street in the City of North Branch, where Public Ditch 7 crosses, failed due to quick melt. The City of North Branch has requested financial assistance for the repair. The total repair cost for the culvert, roadway and sidewalk is $78,237.

As Administrator Burnham noted in his RBA on July 5, 2023 calling for this meeting, Minnesota Statute 103E.525 states that bridges and culverts on public roads required by the construction or improvement of a drainage project or system must be constructed and maintained by the road authority responsible for keeping the road in repair. The drainage code prefers the road authority be responsible for its crossings. However, the Drainage Authority many have discretion to provide financial assistance. According to Minnesota Statute103E.701, for a repair of a drainage system that has had redetermination of benefits Minnesota Statue 103E.351 states the Drainage Authority may repair or rebuild existing bridges or culverts on town and home rule charge and statutory city roads constructed as part of a drainage system and any portion of the cost may be paid by the drainage system. The problem with using this section of the Statue is that you are not funding this culvert in conjunction with a drainage system repair. Also, Ditch 7 has not undergone a redetermination of benefits in recent history.

In consultation with the County's ditch attorney John Kolb from Rinke Noonan he has advised that the drainage system does not have any obligation to contribute funds to replace the culvert (let alone improve it with a larger size) unless the record is clear that the drainage system has historically done so. I have access to financial records going back to 2006 and there was one culvert work project on Ditch 9 where the Highway Department replaced a culvert under 475th Street at the intersection with County Road 30 in Sunrise Township in 2016.

As of July 1, 2023 the balance in Ditch 7 Fund is $29,863.51. If the Ditch Authority chooses to participate in the cost, these are the only funds available. In 2023 our maintenance levy for Ditch 7 was $5,203. There are 234 properties assessed on this ditch with assessments ranging from $0.42 to $354.80 based on their percent of benefit (average $21.02). If funds are utilized for this project the maintenance levy for future years would need to increase to replenish the funds as those funds will be needed for redetermination of benefit and reestablishment of record projects in the future.

***Attachment(s)*:**

- Ditch 7 Location Map
- Cost estimates submitted by the City of North Branch

Action Requested/Recommended: It is respectfully requested that the Chisago County Ditch Authority determine if you wish to financially participate in the replacement of the culvert under Maple Street in North Branch utilizing funds in the Ditch 7 Fund. The following motions is suggested depending on your decision:

"move to contribute $_____ to the City of North Branch from Ditch 7 Fund for the replacement of the culvert under Maple Street."

Or

"move to deny the request of the City North Branch for financial contribution for the replacement of the culvert under Maple Street from Ditch 7 Fund."

Implications of Action: Utilizing Ditch funds to replace systems that are the responsibility of the local road authority could open the Ditch Authority up for additional request depleting the fund(s) for projects and maintenance that are the responsibility of the Ditch Authority thus increasing the burden to benefited properties on the ditch which may extend into other cities/townships.

Budget/Financial Implications: This is not a budgeted project so would reduce the fund balance for Ditch 7.

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

Administrator's Recommendation

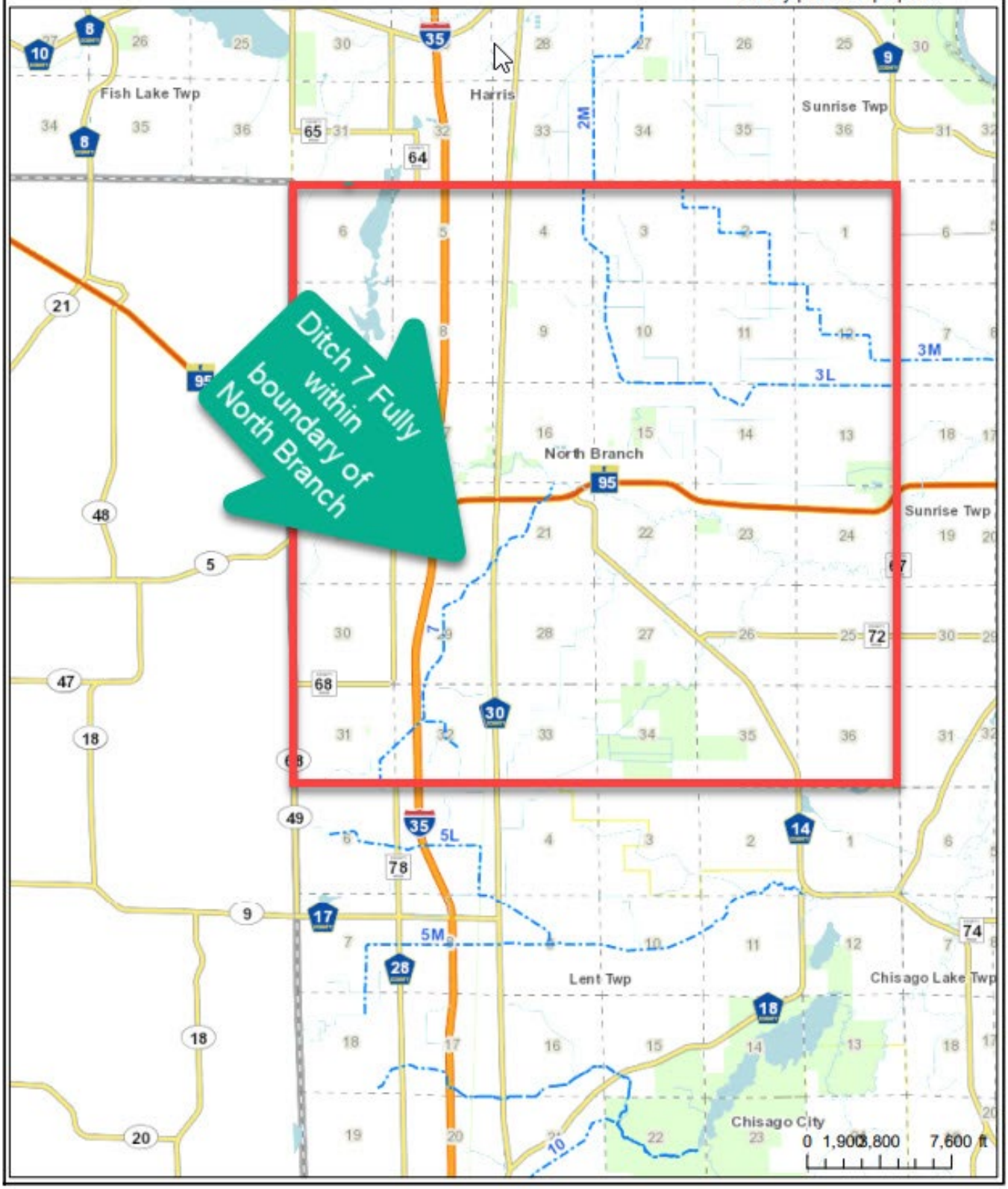
Approve ____	Deny _____	Other CEB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Ditch 7

Date: 7/13/2023 Time: 8:01:18 AM

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



Mike Peterson & Ryan Richardson
651.775.0273 715.557.0676
mike@grizzlyconcretemn.com | ryan@grizzlyconcretemn.com
5547 340th Street
Stacy, MN 55079

Proposal

City of North Branch

Date	Proposal No.
5/5/2023	729

Job Description

Description	Qty	Rate	Total
Job Site Address: Maple Street, North Branch, MN		0.00	0.00
Concrete 100' x 5' City sidewalk	1	4,250.00	4,250.00

We look forward to working with you!
THANK YOU FOR YOUR BUSINESS!

Total $4,250.00

DW COMPANIES LLC

Office: 763-691-1897
Emergency 24/7: 612-685-5498
nate@dwcompanies.com
www.dwcompanies.com

Mailing Address: PO BOX 129; Isanti, MN 55040
Physical Address: 3024 MN HWY 95; Cambridge, MN 55008

Project:	City of North Branch– Maple Street Culvert		
Location:	Maple Street – North Branch		
Phone:	651-755-8578		
E-mail :	shawnw@ci.north-branch.mn.us	**Date:**	5-16-23

Bid Item/Description:	**Bid Amount:**
-Machine & Labor to install 56"x65" RCP Culvert pipe & aprons -Removal of 8 trees -Removal of asphalt, concrete & existing pipe for installation of new pipe -Supply & Install sheet piling per plan -Supply & Install concrete headwall from pipe to sheet piling per plan -Hydroseeding of disturbed areas	
**City of NB will provide all materials needed including rip rap, pipe, & hauling*	
TOTAL	$27,800.00

If it is found that any phone, fiber, gas or electrical lines need to be moved or lowered in order for construction to take place efficiently, they must be moved prior to start of work to make process as efficient as possible.

I agree to the quoted services above and terms and condition below.

Authorized Signature	**Name**	**Date**

By signing above, you agree to receiving our services and indicates your acceptance of responsibility that all charges you incur are the responsibility of yourself and/or the organization you work for.

TERMS & CONDITIONS:

Customers will be billed at the completion of the project and payment is due in 15 days.
A Finance Charge of 8% will be added on all outstanding balances over 15 days.
We encourage having communication prior to projects to try and make every project as efficient as possible.
Winter Conditions: Including Snow, Frost, & Ground Freeze can cause delay and additional costs.
Emergency/Afterhours work may incur additional charges.
DW Companies, LLC is not responsible for unmarked private utilities nor irrigation lines un-marked.
DW Companies, LLC is a fully insured contractor.

WWW.PREFERPAVINGINC.NET
CHECK US OUT ON

PREFER
PAVING & READY-MIX, INC.

MAILING ADDRESS:
PO BOX 709
RUSH CITY, MN 55069
651-464-6883
FAX: 320-358-3952

DATE: 5-2-2023

CUSTOMER INFORMATION:	DIRECTIONS:
City of North Branch 6408 Elm Street North Branch, MN 55056 Attn. Shawn Williams Shawnw@ci.north-branch.mn.us	

Public road repair process-
Once culvert has been placed and dirt work is completed, road will be shut down during paving process and traffic control will be handled by City of North Branch.
Remove any grass and subsoils in order to install Recycle CL-5 base as needed for proper drainage and road crown.
Vibratory compactors will be used for maximum gravel density. Then paver lay two separate lifts of 3" each SP9.5 Wear Course Hot Mix Asphalt using smooth steel drum
rollers with vibratory capabilities to provide a smooth and durable wear surface.

OPTIONAL UPGRADES

DRIVEWAY EDGING	$ _____
LANDSCAPING	$ _____
CONCRETE/FOUNDATION WORK	$ _____
TOPSOIL $_____ PER LOAD	$ _____
STRIPING	$ _____
RECYCLE/GRAVEL $_____ PER LOAD	$ _____
RETAINING WALL	$ _____
OTHER:	$ _____

CUSTOMER INITIALS:_____ **TOTAL $**_____

CHANGES:

CUSTOMER INITIALS:_____

ACCEPTANCE OF PROPOSAL:

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

Prefer Paving Inc hereby warrants to Owner and/or Contractor that all workmanship performed, materials supplied and equipment furnished by the Agreement/Estimate will have a warranty for a period of 1 year from when the job was completed.

Owner must contact Prefer Paving within 15 days of first knowledge of any defects or failure. Prefer then will meet the owner and assess the issue and determined if it is covered under normal warranty standards. If the issue is covered under the warranty standards then Prefer will discuss a reasonable time frame to fix the issue. Physical damage to the asphalt caused by shovels, picks, plow blades, etc., are not covered by your warranty. We also suggest using sand or kitty litter on ice when necessary. These materials will provide traction to prevent slipping while avoiding damaging the asphalt. The warranty does not apply to work that has been subjected to accident or abuse or any alterations of the project not performed by Prefer Paving. Please note: due to extreme weather conditions in our region, we will not warranty concrete of cracking, scaling, or flaking.

We agree to give Prefer Paving, Inc. at least (7) days notice prior to commencing work. Persuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and can be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

NOTICE TO OWNER CONCERNING LEIN RIGHTS

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSON WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE , OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSON WHO SUPPIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU A TIMELY NOTICE.

ADDITIONAL CHARGES CAN APPLY IF:

- ✔ ASPHALT REMOVALS ARE MORE THAN 3" THICK AND CONCRETE REMOVALS ARE MORE THAN 4" THICK
- ✔ STEEL OR RE-BAR ARE RE-INFORCING CONCRETE
- ✔ ANY FOREIGN OBJECTS ARE FOUND IN DRIVEWAY SUCH AS STUMPS, GARBAGE ECT…
- ✔ JOBSITE IS NOT CLEARED FOR ADEQUATE WORK SPACE/PARKING
- ✔ ADDITIONAL SQUARE FOOTAGE IS ADDED

**NO TESTING, SURVEYORS LAYOUT, PERMITTING, BONDING

**NO CONCRETE PUMPING, WINTER CONDITIONS

PROJECT AMOUNT: $ 8,575.00

UPGRADES/CHANGES: $_____

TOTAL AMOUNT DUE DAY OF COMPLETION: $_____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS OF THE PROPOSAL DATE

Scott Van Zee
Vanzeeascott@gmail.com
612-802-4868

CUSTOMER SIGNATURE

Quotation

FORTERRA

Project: **North Branch, MN - Maple St. Emergency Repair Culver Replacement**
Location: **MN North Branch**
Owner: **City of North Branch**

Quote: **6323174PM1**
Engineer:
Sales Contact: **Aaron Wassman (612) 201-8206**
Bid Date: **April 17, 2023 at 8:00 AM**

Reinforced Concrete Pipe

Item	Description	Qty	Price	Unit	Total
	65" Class 2/2A RC Arch Pipe	40.00	$334.10	FT	$13,364.00
	65" Span Arch Apron	2.00	$3,685.00	EA	$7,370.00
	42" - 54" Tie Rod	12.00	$69.00	EA	$828.00
	65" Span Heavy Gauge Trash Guard	2.00	$5,525.00	EA	$11,050.00
			Reinforced Concrete Pipe SUBTOTAL =		**$32,612.00**

(Maple St Culvert Failure)

Approved 612-49700-50407

Round Option - unit prices

Item	Description	Qty	Price	Unit	Total
	54" RCP Class 3 Gasketed Joint		$319.30	FT	$0.00
	54" RCP Class 4 Gasketed Joint		$377.80	FT	$0.00
	54" RCP Class 5 Gasketed Joint		$474.60	FT	$0.00
	54" RC Apron		$3,290.00	EA	$0.00
	42" - 54" Tie Rod		$69.00	EA	$0.00
	54" Heavy Gauge Trash Guard		$5,995.00	EA	$0.00
			Round Option - unit prices SUBTOTAL =		**$0.00**

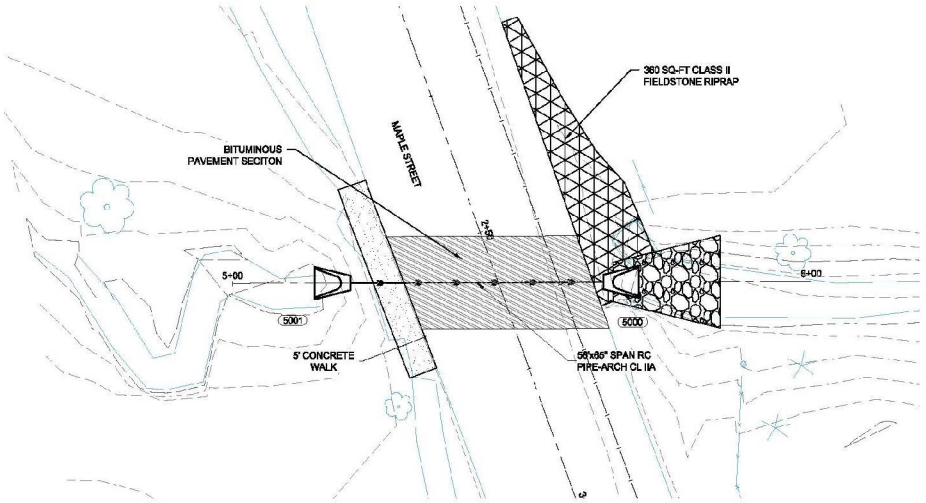
4/18/23 Jon Williams

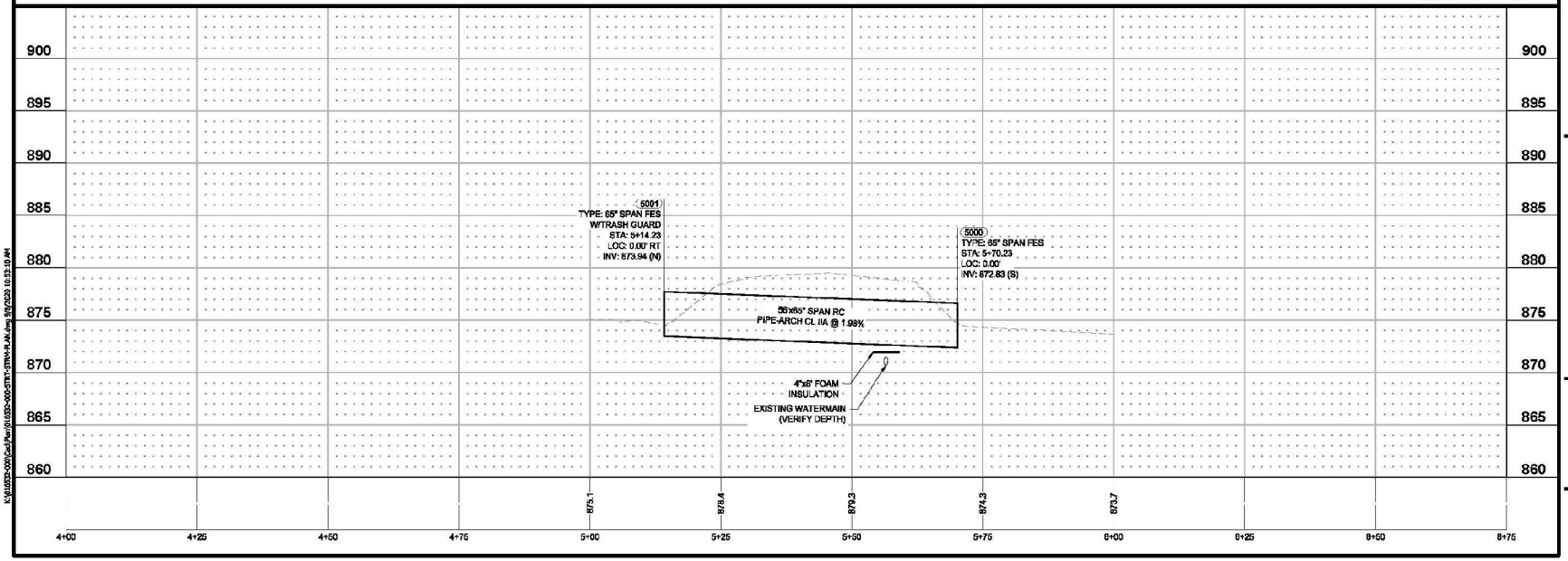
GRAND TOTAL (estimated) **$32,612.00**

NOTES:

1) Net 30 Days
2) These prices are firm for 15 Days after the bid letting and do not include state and local taxes. Delivery dates to be negotiated.
3) Charges may be assessed for less than full truck load quantities, night hauls and weekend hauls.
4) Products produced per MNDOT plans and specifications.
5) Products produced per ASTM C-506 for RC Span Arch Pipe.
6) Products produced per ASTM C-478 for manholes, with joints per ASTM C-443.
7) Products produced per ASTM C-478 for manholes.
8) Products produced per ASTM C-76 for RCP, with joints per ASTM C-443.
9) Products produced per ASTM C-76 for RCP.
10) Concrete products produced in 2022 may be made utilizing ASTM C595 IL MS cement, following the cement industries transition from C150 to C595 cements.
11) Add $650.00 to the unit price below for manhole covers to cast a contractor supplied casting into cover.
12) Add $91.00 for each additional 2" thickness in the base slab for the 48" diameter poured in bottom (6" Base Standard).
13) On 54" diameter and larger manholes, prices based on 6.0' height sections.
14) LP catch basin price based upon overnight steam curing in manufacturer's kiln and is contingent upon waiver by engineer of job site precasting and special curing requirements.
15) Materials that are returned to a Rinker facility may be subject to the following applicable fees: Delivery Freight Recovery Fee, Return Freight Fee & Disposal Fee.
16) Returns must be made within 6 months of final shipment by Rinker Materials to project.
17) If required, flexible pipe to manhole connections for non-RCP pipe to be supplied and installed by contractor. Recommend Fernco Waterstops.
18) Add 25% to base slab prices if integral bases are needed.
19) Waterstop Grout Rings returned will not be credited.

MAPLE STREET





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CITY OF NORTH BRANCH EST. 1881

wsb

WSB PROJECT NO.: 016532-000

SCALE:	DESIGN BY:
AS SHOWN	XXX
PLAN BY:	CHECK BY:
XXX	XXX

REVISIONS

NO.	DATE	DESCRIPTION

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

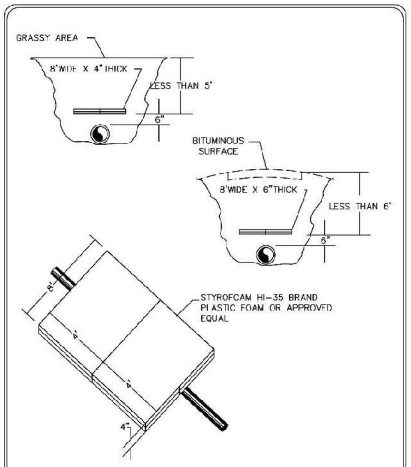
JEFFREY PEARSON, P.E.

DATE: — LIC. NO.: 40097

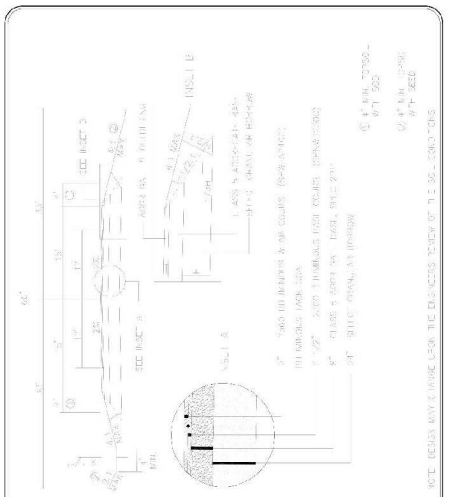
MAPLE STREET CULVERT REPLACEMENT NORTH BRANCH, MINNESOTA

STREET AND STORM SEWER CONSTRUCTION PLAN

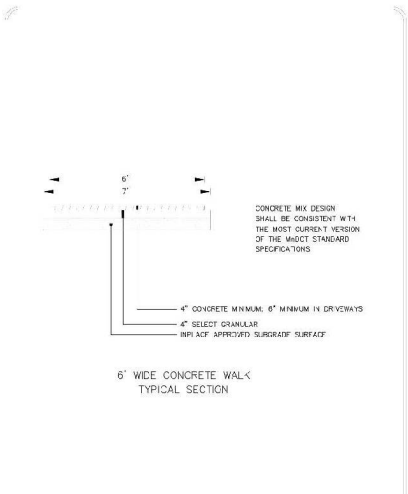
SHEET 2 OF 3



NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	PLACEMENT OF INSULATION NO SCALE	DETAIL NO. MISC-002

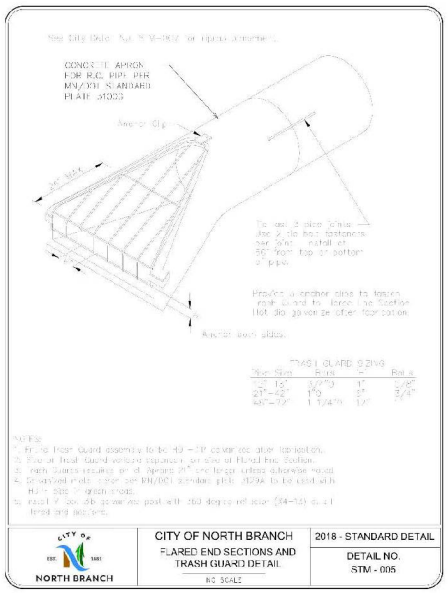


NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	TYPICAL RESIDENTIAL RURAL STREET NO SCALE	DETAIL NO. RDW - 001b

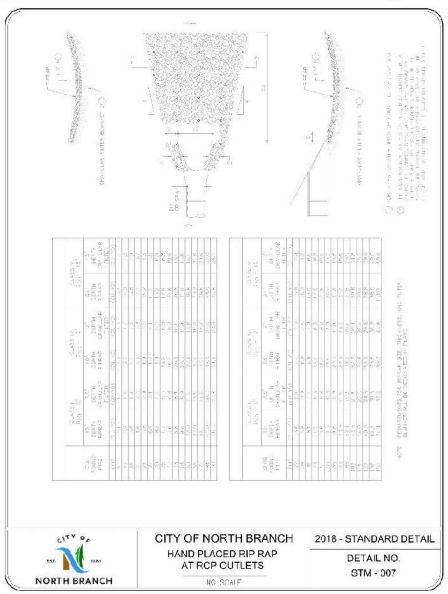


6' WIDE CONCRETE WALK
TYPICAL SECTION

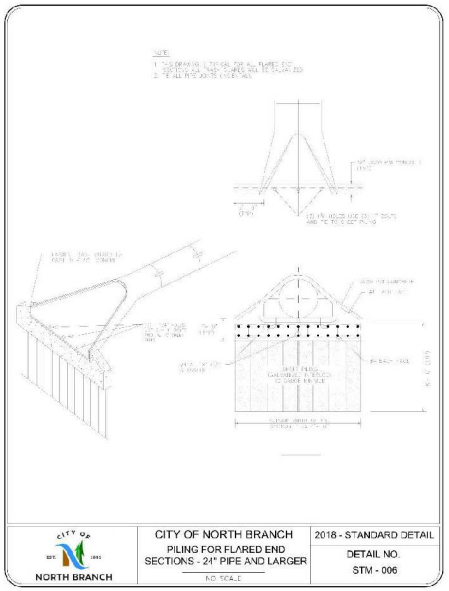
NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	TYPICAL CONCRETE WALK NO SCALE	DETAIL NO. RDW - 011



NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	FLARED END SECTIONS AND TRASH GUARD DETAIL NO SCALE	DETAIL NO. STM - 005



NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	HAND PLACED RIP RAP AT RCP CUTLETS NO SCALE	DETAIL NO. STM - 007



NORTH BRANCH	CITY OF NORTH BRANCH	2018 - STANDARD DETAIL
	PILING FOR FLARED END SECTIONS - 24" PIPE AND LARGER NO SCALE	DETAIL NO. STM - 006

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CITY OF EST. 1881 NORTH BRANCH

wsb

WSB PROJECT NO.:
016532-000

SCALE:	DESIGN BY:
AS SHOWN	XXX
PLAN BY:	CHECK BY:
XXX	XXX

REVISIONS

NO.	DATE	DESCRIPTION

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEFFREY PEARSON, P.E.
LIC. NO.: 46997
DATE: —

MAPLE STREET CULVERT REPLACEMENT
NORTH BRANCH, MINNESOTA

GENERAL DETAILS

SHEET
3
OF
3

TAB #2

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: **July 12, 2023**

RE: Public Works Director's Report

Project Updates:

CSAH 40: Work at the CSAH 30 intersection almost complete (minus the final wear course of blacktop). Grading on highway beginning.

CSAH 21: Grading and earthwork continuing.

CR 70: Reconstruction portion complete. Working on north part of project. Reclaiming scheduled for week of 17th and paving scheduled for week of the 24th.

2023 Pavement Maintenance Project: Mill & overlay on CSAH 14 is complete. Rest of project will resume in August/September.

TH 8 Update
Here are a few of the items we have been working on:

- I am set to meet with the Minnesota Department of Management and Budget at the end of the month to go over funding eligibility.
- Participated in a Chisago City Council TH 8 Project workshop on the 11th.
- We have been looking at potential staging/construction/detour operations. This information will help MnDOT in pavement selection. We are still waiting to see if they will choose concrete or bituminous pavement.

Chisago County Request for Board Action

Meeting Date: July 19th, 2023	***Item Number:*** **3**
Title of Item for Consideration: AET Subsurface Testing Services Contract	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires the assistance American Engineering Testing, Inc., for subsurface work (corings, borings, GPR, etc) for four upcoming projects on CSAH 6, CSAH 11, CSAH 30 & CR 67. The County has enlisted American Engineering Testing (AET), who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreements (4 Different Agreements Available with Clerk of the Board)

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

"Move to approve the agreements at tonight's meeting."

Implications of Action: Will allow Public Works to work with AET to perform required subsurface work in order to design the CSAH 6, CSAH 11, CSAH 30 & CR 67 Projects.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

TAB #4

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

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, July 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 Swenson 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 Greene, seconded by Swenson, 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.

Public Health Administrator Courtney Wehrenberg provided the Community Health Board Report. Health and Human Services Director Robert Benson provided the department updates. ***No action was taken.***

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

On motion by Montzka, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 6:54 p.m. 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 Consent Agenda with small grammatical errors fixed in meeting minutes from item 7. 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 Grant Agreements 212, 213, and 214

4.) Payment of County's Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at https://www.chisagocounty.us/1197/Claims-Paid. Claims less than $2,000 are listed as a total dollar amount and notes the number of claims included in the total.

5.) Minutes from the June 21, 2023 Regular Meeting

6.) Recognition of County Staff July Anniversaries

7.) Minutes from June 13, 2023 and June 21, 2023 Board of Appeal and Equalization Meetings

8.) Liquor License Renewal – Local Bar and Lounge, Harris, MN

On motion by Swenson, seconded by Dunne, the Board moved to approve setting a Ditch Authority meeting at the July 19th meeting at 6:30 p.m. before the normally scheduled County Board meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:05 p.m. **END TIME –** 7:05 p.m.
# of SPEAKERS – 0

On motion by Dunne, seconded by Greene, the Board moved to award the Chisago County "Old" Jail/White House Demolition project to Rachel Contracting LLC. 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 Retro-Reflective Pavement Marking Project – CP 013-STR-023 Final payment. 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 **table** for further contract review for the retention of Larkin Hoffman for State and Federal legislative services for the entire TH 8 reconstruction project, the Stacy Interchange, and other Chisago County legislative priorities for vote on the next regular board meeting on Wednesday, July 19, 2023.
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 Wyoming Lions Club to conduct excluded Bingo on August 11-12, 2023 at the Almelund Threshing Grounds.

RESOLUTION NO: 23/0705-01

APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR THE WYOMING LIONS CLUB

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 excluded Bingo on August 11 – 12, 2023 at the Almelund Threshing Grounds located at the 17760 St. Croix Trail, Taylors Falls, MN 55084.

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 License Application for 1 Day On-Sale Liquor License for the Franconia Sculpture Park on August 12, 2023. 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 Greene, seconded by Dunne, the Board adjourned the meeting at 7:21 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
July 19, 2023

5

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $1,640,049.80

Check Date	Amount		Board Date	Type of Check/Payments
7/21/2023	$ 25,445.06		7/19/2023	Commissioners Warrants
7/7/2023	$101,399.67			Auditors Warrants
	$126,844.73	Total		

Lake Area Bank; Chase Burnham; Administration; supplies; $142.80
Lake Area Bank; Ben Elfelt; LID; registration; $90.00
Lake Area Bank; Karen Gates; Human Resources; supplies; $264.50
Lake Area Bank; Karen Long; Recorder; registration; $395.00
Lake Area Bank; Andrew Mahowald; Sheriff; training; $160.09
Lake Area Bank; James Mott; Sheriff; supplies; $150.00
Lake Area Bank; Tony Nielsen; Public Works; registration; $262.36
Lake Area Bank; Kyle Puelston; Sheriff; supplies; $1,037.21
Lake Area Bank; Janet Reiter; County Attorney; conference; $200.00
Lake Area Bank; Kurt Schneider; Environmental Services; supplies/registration; $650.22
Lake Area Bank; Barbara Shimmon; Public Works; registration; $300.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $92.16
Lake Area Bank; Tracy Krona; HHS; supplies; $5.33

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**						
3	05-420-600-0000-6401		10.79	Supplies 06/25/2023 06/25/2023	19P7-K9W1-JVXM	General Supplies	N
3	05-430-700-0000-6401		16.19	Supplies 06/25/2023 06/25/2023	19P7-K9W1-JVXM	General Supplies	N
6	05-451-472-0000-6435		249.99	Supplies 06/25/2023 06/25/2023	1DLM-VKVW-JD9M	Public Health Supplies	N
4	05-451-472-0000-6435		537.60	Supplies 06/25/2023 06/25/2023	1LXQ-TLTX-HY49	Public Health Supplies	N
1	05-430-700-0000-6401		39.99	Supplies 06/25/2023 06/25/2023	1LXQ-TLTX-J7LY	General Supplies	N
2	05-430-700-0000-6401		39.99	Supplies 06/25/2023 06/25/2023	1N9D-4R3R-JDLM	General Supplies	N
5	05-451-470-0000-6844		59.98	Supplies 06/24/2023 06/24/2023	1YWH-VMJP-GCVC	MECSH Grant Exp	N
10292	**AMAZON CAPITAL SERVICES**		**954.53**	**7** Transactions			
1198	**BOOKER/KIMBERLY**						
7	05-430-700-0128-6335		167.21	Travel Expense-Mileage 05/15/2023 07/01/2023		Child Prot Staff Travel	N
8	05-430-700-0128-6335		60.00	Travel Expense-Parking 06/30/2023 07/01/2023		Child Prot Staff Travel	N
9	05-430-700-0128-6335		88.33	Travel Expense-Meals 06/30/2023 07/01/2023		Child Prot Staff Travel	N
10	05-430-700-0128-6335		10.64	Travel Expense-Fuel 06/30/2023 07/01/2023		Child Prot Staff Travel	N
1198	**BOOKER/KIMBERLY**		**326.18**	**4** Transactions			
112020	**CARROLL/CYNDI**						
12	05-430-700-0125-6335		10.85	Travel Expense-Mileage 06/23/2023 06/23/2023		Worker Travel	N
11	05-430-700-0127-6335		131.25	Travel Expense-Mileage 06/01/2023 06/30/2023		Mh Travel	N
112020	**CARROLL/CYNDI**		**142.10**	**2** Transactions			
3756	**CHILDREN'S DENTAL SERVICES**						
13	05-451-480-0000-6841		259.49	Transportation-Hygiene Team Fe 01/05/2023 01/05/2023		Community Services	N
14	05-451-480-0000-6841		459.49	Transportation-Restore Team Fe		Community Services	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
					02/02/2023 02/02/2023			
	3756	**CHILDREN'S DENTAL SERVICES**		**718.98**	**2** Transactions			
	30071	**CHISAGO COUNTY RECORDER**						
24		05-420-600-0000-6241		13.00	[redacted]	2023-150	General Administration	N
					06/01/2023 06/01/2023			
25		05-420-600-0000-6241		19.00	[redacted]	2023-150	General Administration	N
					06/05/2023 06/05/2023			
26		05-420-600-0000-6242		26.00	[redacted]	2023-150	Birth Certificates	N
					06/05/2023 06/05/2023			
27		05-420-600-0000-6242		26.00	[redacted]	2023-150	Birth Certificates	N
					06/05/2023 06/05/2023			
28		05-420-600-0000-6242		26.00	[redacted]	2023-150	Birth Certificates	N
					06/05/2023 06/05/2023			
15		05-420-600-0000-6241		13.00	[redacted]	2023-156	General Administration	N
					06/06/2023 06/06/2023			
17		05-420-600-0000-6241		13.00	[redacted]	2023-156	General Administration	N
					06/06/2023 06/06/2023			
18		05-420-600-0000-6241		13.00	[redacted]	2023-156	General Administration	N
					06/14/2023 06/14/2023			
19		05-420-600-0000-6241		13.00	[redacted]	2023-156	General Administration	N
					06/14/2023 06/14/2023			
16		05-420-600-0000-6241		13.00	[redacted]	2023-156	General Administration	N
					06/06/2023 06/06/2023			
20		05-420-600-0000-6242		26.00	[redacted]	2023-188	Birth Certificates	N
					06/27/2023 06/27/2023			
21		05-420-600-0000-6242		26.00	[redacted]	2023-188	Birth Certificates	N
					06/27/2023 06/27/2023			
22		05-420-600-0000-6242		26.00	[redacted]	2023-188	Birth Certificates	N
					06/27/2023 06/27/2023			
23		05-420-600-0000-6242		26.00	[redacted]	2023-188	Birth Certificates	N
					06/27/2023 06/27/2023			
36		05-420-600-0000-6241		13.00	[redacted]	2023-194	General Administration	N
					06/14/2023 06/14/2023			
37		05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
					06/06/2023 06/06/2023			
38		05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
					06/06/2023 06/06/2023			
39		05-420-600-0000-6242		26.00	[redacted]	2023-194	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
				06/06/2023 06/06/2023			
33	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/27/2023 06/27/2023			
34	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/06/2023 06/06/2023			
35	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/06/2023 06/06/2023			
29	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/27/2023 06/27/2023			
30	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/27/2023 06/27/2023			
31	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/27/2023 06/27/2023			
32	05-420-600-0000-6242		26.00	[redacted]	2023-194	Birth Certificates	N
				06/27/2023 06/27/2023			
30071	**CHISAGO COUNTY RECORDER**		**552.00**	**25** Transactions			
30177	**CINTAS CORPORATION**						
40	05-420-600-0000-6241		6.67	Weekly Rug Service	4160452322	General Administration	N
				07/03/2023 07/03/2023			
40	05-430-700-0000-6241		13.33	Weekly Rug Service	4160452322	General Administration	N
				07/03/2023 07/03/2023			
40	05-451-430-0000-6800		15.09	Weekly Rug Service	4160452322	Other Expense	N
				07/03/2023 07/03/2023			
30177	**CINTAS CORPORATION**		**35.09**	**3** Transactions			
3677	**HANSON/CHRISTINE R**						
41	05-430-700-0134-6335		55.34	Travel Expense-Mileage		DD Worker Travel	N
				05/02/2023 06/27/2023			
42	05-430-700-0137-6335		129.11	Travel Expense-Mileage		Adult Services Travel	N
				05/02/2023 06/27/2023			
3677	**HANSON/CHRISTINE R**		**184.45**	**2** Transactions			
5978	**HENNEPIN COUNTY**						
43	05-420-650-0000-6005		216.91	Medical Transportation Adm	208585	Ma Transportation	N
				06/23/2023 06/23/2023			
44	05-420-650-0000-6005		9.05	Medical Transportation Adm	208604	Ma Transportation	N
				06/23/2023 06/23/2023			
45	05-420-650-0000-6005		350.74	Medical Transportation Adm	208605	Ma Transportation	N
				06/23/2023 06/23/2023			

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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
5978	**HENNEPIN COUNTY**		**576.70**	**3** Transactions			
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
46	05-420-600-0000-6401		371.55	Supplies 06/09/2023 06/09/2023	4224436	General Supplies	N
46	05-430-700-0000-6401		557.32	Supplies 06/09/2023 06/09/2023	4224436	General Supplies	N
47	05-430-700-0000-6401		165.25	Supplies 06/12/2023 06/12/2023	4225715	General Supplies	N
48	05-420-600-0000-6401		78.72	Supplies 06/21/2023 06/21/2023	4235621	General Supplies	N
48	05-430-700-0000-6401		118.07	Supplies 06/21/2023 06/21/2023	4235621	General Supplies	N
49	05-451-430-0000-6401		48.89	Supplies 06/29/2023 06/29/2023	4244159	General Supplies	N
50	05-420-600-0000-6401		29.26	Supplies 06/29/2023 06/29/2023	4244165	General Supplies	N
51	05-420-600-0000-6401		4.87	Supplies 06/29/2023 06/29/2023	4244171	General Supplies	N
51	05-430-700-0000-6401		10.04	Supplies 06/29/2023 06/29/2023	4244171	General Supplies	N
51	05-451-430-0000-6401		13.77	Supplies 06/29/2023 06/29/2023	4244171	General Supplies	N
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**1,397.74**	**10** Transactions			
6567	**J.D. POWER**						
52	05-420-600-0000-6401		825.00	Web Blck 1000 07/16/2023 07/15/2024	180886	General Supplies	N
6567	**J.D. POWER**		**825.00**	**1** Transactions			
9066	**Jensen/Madelyn**						
53	05-451-480-0000-6335		51.34	Travel Expense-Meals 06/28/2023 06/28/2023		Worker Travel	N
9066	**Jensen/Madelyn**		**51.34**	**1** Transactions			
9028	**Johanson/Brittany**						
54	05-430-700-0134-6335		28.30	Travel Expense-Mileage 06/02/2023 06/26/2023		DD Worker Travel	N
55	05-430-700-0137-6335		66.02	Travel Expense-Mileage 06/02/2023 06/26/2023		Adult Services 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
	9028	**Johanson/Brittany**		**94.32**	**2** Transactions			
	4357	**KANTNER CONSULTING LLC**						
56		05-451-470-0000-6844		1,160.00	PH Reflective Practice 06/01/2023 06/30/2023	June 2023	MECSH Grant Exp	Y
	4357	**KANTNER CONSULTING LLC**		**1,160.00**	**1** Transactions			
	2299	**KAZEKS/JENNIFER**						
57		05-430-700-0128-6335		190.38	Travel Expense-Mileage 05/21/2023 06/28/2023		Child Prot Staff Travel	N
	2299	**KAZEKS/JENNIFER**		**190.38**	**1** Transactions			
	8722	**Kulzer/Sarah**						
58		05-430-700-0128-6335		82.16	Travel Expense-Mileage 06/06/2023 06/30/2023		Child Prot Staff Travel	N
	8722	**Kulzer/Sarah**		**82.16**	**1** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**						
59		05-420-600-0000-6241		60.00	Monthly Lexis/Nexis - Accurint 06/01/2023 06/30/2023	1223200	General Administration	N
59		05-430-700-0000-6241		90.00	Monthly Lexis/Nexis - Accurint 06/01/2023 06/30/2023	1223200	General Administration	N
	10007	**LEXISNEXIS RISK SOLUTIONS**		**150.00**	**2** Transactions			
	5203	**LUNDGREN/LISA**						
60		05-430-700-0128-6335		177.45	Travel Expense-Mileage 05/11/2023 07/06/2023		Child Prot Staff Travel	N
	5203	**LUNDGREN/LISA**		**177.45**	**1** Transactions			
	5569	**MN DEPT HUMAN SERVICES**						
61		05-430-710-3780-6051		15,514.00	2022 Q3 NS Invoice 07/27/2023 07/27/2023	748795	Northstar Adoption Asst. POS	N
	5569	**MN DEPT HUMAN SERVICES**		**15,514.00**	**1** Transactions			
	8302	**PEROWITZ/BREANNA**						
62		05-430-700-0134-6335		20.22	Travel Expense-Mileage 06/02/2023 06/29/2023		DD Worker Travel	N
63		05-430-700-0137-6335		47.19	Travel Expense-Mileage 06/02/2023 06/29/2023		Adult Services 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
	8302	**PEROWITZ/BREANNA**		**67.41**	**2** Transactions			
	16120	**PITNEY BOWES GLOBAL FINANICIAL SERV**						
64		05-420-600-0000-6401		154.67	Postage Meter Lease 05/01/2023 07/30/2023	3106168152	General Supplies	N
64		05-430-700-0000-6401		318.42	Postage Meter Lease 05/01/2023 07/30/2023	3106168152	General Supplies	N
64		05-451-430-0000-6401		436.69	Postage Meter Lease 05/01/2023 07/30/2023	3106168152	General Supplies	N
	16120	**PITNEY BOWES GLOBAL FINANICIAL SERV**		**909.78**	**3** Transactions			
	3350	**SCHNEIDER/RUSHESS**						
65		05-451-470-0000-6335		53.52	Travel Expense-Mileage 05/02/2023 05/31/2023		Worker Travel	N
	3350	**SCHNEIDER/RUSHESS**		**53.52**	**1** Transactions			
	8703	**Stenson/Elizabeth**						
66		05-451-480-0000-6335		15.20	Travel Expense-Parking 06/28/2023 06/29/2023		Worker Travel	N
67		05-451-480-0000-6335		50.80	Travel Expense- Meals 06/28/2023 06/29/2023		Worker Travel	N
	8703	**Stenson/Elizabeth**		**66.00**	**2** Transactions			
	9170	**Sullivan/Jamie**						
77		05-430-700-0128-6335		12.00	Travel Expense-Parking 06/20/2023 06/20/2023		Child Prot Staff Travel	N
	9170	**Sullivan/Jamie**		**12.00**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
68		05-430-700-0134-6335		26.33	Travel Expense-Mileage 06/07/2023 06/28/2023		DD Worker Travel	N
69		05-430-700-0137-6335		61.42	Travel Expense-Mileage 06/07/2023 06/28/2023		Adult Services Travel	N
	7558	**SWENSON/MICHELLE**		**87.75**	**2** Transactions			
	21054	**ULINE**						
70		05-451-472-0000-6435		216.41	Folding Hand Truck 06/22/2023 06/22/2023	165145438	Public Health Supplies	N
	21054	**ULINE**		**216.41**	**1** Transactions			

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	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	8929	**WEHRENBERG/COURTNEY**							
71		05-451-430-0000-6335			10.00	Travel Expense-Parking 06/28/2023 06/29/2023		Worker Travel	N
72		05-451-430-0000-6335			54.65	Travel Expense-Meals 06/28/2023 06/29/2023		Worker Travel	N
	8929	**WEHRENBERG/COURTNEY**			**64.65**	**2** Transactions			
	8820	**WEIDENDORF/PEGI**							
73		05-420-600-0132-6335			50.76	Travel Expense-Mileage 06/06/2023 06/30/2023		Accounting Travel	N
73		05-430-700-0132-6335			81.88	Travel Expense-Mileage 06/06/2023 06/30/2023		Accounting Travel	N
73		05-451-430-0000-6335			31.11	Travel Expense-Mileage 06/06/2023 06/30/2023		Worker Travel	N
	8820	**WEIDENDORF/PEGI**			**163.75**	**3** Transactions			
	8544	**WREN/HEATHER**							
74		05-430-700-0137-6335			38.61	Travel Expense-Mileage 06/06/2023 07/10/2023		Adult Services Travel	N
	8544	**WREN/HEATHER**			**38.61**	**1** Transactions			
	8409	**ZENDA/NICOLE**							
75		05-430-700-0128-6335			336.90	Travel Expense-Mileage 05/15/2023 06/29/2023		Child Prot Staff Travel	N
	8409	**ZENDA/NICOLE**			**336.90**	**1** Transactions			
	9885	**ZIEGLER/SAMANTHA**							
76		05-430-700-0127-6335			295.86	Travel Expense-Mileage 05/08/2023 06/29/2023		Mh Travel	N
	9885	**ZIEGLER/SAMANTHA**			**295.86**	**1** Transactions			
5 Fund Total:					**25,445.06**	**Health And Human Services**		**30 Vendors**	**89 Transactions**
Final Total:					**25,445.06**	**30 Vendors**		**89 Transactions**	

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Recap by Fund	Fund	Amount	Name
	5	25,445.06	Health And Human Services
	All Funds	25,445.06	Total

Approved by, ...

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Chisago County Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **6**
Title of Item for Consideration: 2023 Budget Adjustment Request – State Municipal Revenue to Road Construction Contract Payment	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: Public Works is requesting to move State Aid Municipal revenue and expenditure line items in 03-325 account were not included in original budget.

***Attachment(s)*:**

- 2023 Budget Adjustment Forms – State Municipal Revenue to Road Construction Contract Payment

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2023 Budget Adjustment Request – State Municipal Revenue to Road Construction Contract Payment $1,200,000. The suggested motion to approve this action is as follows:

"Move to approve the 2023 Budget Adjustment Request – State Municipal Revenue to Road Construction Contract Payment $1,200,000."

Implications of Action: Recommended Board action would allow the County to pay for the road construction contract.

Budget/Financial Implications: $1,200,000 fund balance to cover the cost.

Legal/Policy Implications: The proposed activity is in 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 _____

1) A Budget Adjustment Form must accompany any RBA in which you are requesting a purchase or hire that will require an adjustment to your approved annual budget.

2) Please fill in all the requested information highlighted in the input box on the "Change Form" tab. Input

3) Direct any questions regarding this form to Dennis Freed or Bridgitte Konrad in the Auditor-Treasurer's Office.

4) Send this completed form to: Bridgitte Konrad, Auditor-Treasurer's Office
Copy to Dennis Freed, Auditor-Treasurer's Office

5) The Auditor-Treasurer's Office will fill in the "Auditor-Treasurer's Comments" box and send the completed form to the County Administrator for approval.

6) If form is approved by County Administrator, he/she will then submit this request to the Commissioners for formal Board approval in one of their regularly scheduled meetings.

7) After Formal Board approval, Auditor-Treasurer's dept will make the budget changes into IFS (Quarterly) and send this form along with a copy of your "revised" current budget to you.

Budget Adjustment Request

2023
year

this form MUST be completed electronically

Department Name: Public Works

Department Head: Joe Triplett

Reason and description of the proposed change to the Budget:

State Aid Municipal revenue and expenditure line items in 03-325 account were not included in original budget

	Yes/No
Is this proposed budget change a net expenditure to the county?	no
If yes, can other expenditures be cut from this department to offset this net expenditure?	
If a net expenditure, can this change be deferred until next budget year?	

Auditor-Treasurer's comments:

KRW reviewed 05.24.23. No comments.

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
State Aid Construction - Municipal	**03**	**325**	**000**	**0000**	**5208**	$1,200,000	
Road Constuction Contract Payment	**03**	**325**	**000**	**0000**	**6605**		($1,200,000)
Total Revenue & (Expenditures)						$1,200,000	($1,200,000)
Net Revenue/ (Expenditure) change vs. Current Budget							$0

	YES	NO		*dd/mo/yr*
County Administrator approval			Date	
Board approval			Date	

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Chisago County Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** **7**
Title of Item for Consideration: Public Works Equipment Request –2023 CIP – Tandem Plow Truck Chassis	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: The approved 2023 Capital Improvement Plan identified up to $340,000 for the purchase of 2 new Tandem Plow Truck Chassis.'	
Background: Staff solicited competitive quotes for the purchase of new Tandem Plow Truck Chassis'. Pursuant to Chisago County Purchasing Policy, the purchase of the tandems is presented for approval. The proposal is presented at a cost of $154,263.71 per chassis. The 2023 CIP allocated $340,000 from the approved 2023 Capital Improvement Plan. ***Attachment(s)*:** • Equipment Expenditure Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of 2 new Tandem Plow Truck Chassis.' The suggested motion to approve this action is as follows: ***"Move to approve the purchase of 2 new Tandem Plow Truck Chassis."***	
Implications of Action: Recommended Board action results in a new purchase for the Public Works Department. ***Budget/Financial Implications***: The proposal is presented at a cost of $154,263.71 per chassis. The 2023 CIP allocated $340,000 from the approved 2023 Capital Improvement Plan. ***Legal/Policy Implications***: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

revised 01/2022

Date 7/7/2023

Asset Description - Tandem Plow Truck Chassis

CIP 2023 PWKS-0171 and PWKS-0172

Estimated Cost - $170000 each ($340000)

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

If yes, what budget? CIP

If no, please explain

AND source of funds

Department and/or location of equipment - Public Works

Is this a replacement? If yes, explain - Replace Unit# 336 and 337

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

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

SIGNATURES REQUIRED

Requestor - Tony Pieschen DATE 7/7/23

Department Head - DATE 7

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

County Administrator - DATE

Required if purchase is > $25,000

Board Approved - YES NO

MTG DATE DATE TO BE APPROVED

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

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

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

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE

Vendor Paid - Warrant Number -

G/L Account - Date Paid -

Amount -

Print Date & Time 7/7/2023 14:23

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME NUSS TRUCK & EQUIPMENT

MAKE AND MODEL 2024 MACK GRANITE 64FR (T) TA

This section for use when ordering

WB	212"
CA	125"
AF	63"
Rear Ratio	4.19
Cab Color	Chrome Yellow (742148)
Wheel Color	Pol Aluminum/White Steel
Notes	Chisago County, Updated 7.5.23

Grand Total	$ 154,263.71

Code	Spec #	Description	Qty	2024 Price	Subtotal
002EO2	1.0	Price for Base Unit:	1	$ 110,174.59	$ 110,174.59
	2.0	**FRAME OPTIONS**			
AOXF3X	2.1	Front frame extension	1	$ 1,187.00	$ 1,187.00
12XCNX	2.2	Custom hole punching in frame		$ 100.00	$ -
	2.3				$ -
4YAAX	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	**Frame, R.B.M., S.M., PSI, CT**			$ -
MC	2.6	2,120,000 17.7 120,000 87 - 112 CA		$ (64.00)	$ -
MC	2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
MC	2.8	2,120,000 17.7 120,000 134 - 152 CA		$ 107.00	$ -
MC	2.9	2,120,000 17.7 120,000 153 - 199 CA		$ 406.00	$ -
MC	2.10	2,120,000 17.7 120,000 200 - 236 CA		$ 482.00	$ -
MC	2.11	2,470,000 20.6 120,000 87 - 112 CA		$ 176.00	$ -
MC	2.12	2,470,000 20.6 120,000 113 - 133 CA		$ 240.00	$ -
MC	2.13	2,470,000 20.6 120,000 134 - 152 CA		$ 347.00	$ -
MC	2.14	2,470,000 20.6 120,000 153 - 199 CA		$ 646.00	$ -
MC	2.15	2,470,000 20.6 120,000 200 - 236 CA		$ 722.00	$ -
MC	2.16	2.820,000 23.5 120,000 87 - 112 CA		$ 521.00	$ -
MC	2.17	2.820,000 23.5 120,000 113 - 133 CA	1	$ 585.00	$ 585.00
MC	2.18	2.820,000 23.5 120,000 134 - 152 CA		$ 692.00	$ -
MC	2.19	2.820,000 23.5 120,000 153 - 199 CA		$ 991.00	$ -
MC	2.20	2.820,000 23.5 120,000 200 - 236 CA		$ 1,067.00	$ -
MC	2.21	3,160,000 26.3 120,000 87 - 112 CA		$ 744.00	$ -
MC	2.22	3,160,000 26.3 120,000 113 - 133 CA		$ 808.00	$ -
MC	2.23	3,160,000 26.3 120,000 134 - 152 CA		$ 915.00	$ -
MC	2.24	3,160,000 26.3 120,000 153 - 199 CA		$ 1,214.00	$ -
MC	2.25	3,160,000 26.3 120,000 200 - 236 CA		$ 1,290.00	$ -
	2.26	**DOUBLE FRAME - PARTIAL IC REINFORCEMENT**			$ -
MC	2.27	3,230,000 26.9 120,000 87 - 112 CA		$ 801.00	$ -
MC	2.28	3,230,000 26.9 120,000 113 - 133 CA		$ 865.00	$ -
MC	2.29	3,230,000 26.9 120,000 134 - 152 CA		$ 972.00	$ -
MC	2.30	3,230,000 26.9 120,000 153 - 199 CA		$ 1,214.00	$ -
MC	2.31	3,230,000 26.9 120,000 200 - 236 CA		$ 1,290.00	$ -
MC	2.32	3,580,000 29.8 120,000 87 - 112 CA		$ 1,041.00	$ -
MC	2.33	3,580,000 29.8 120,000 113 - 133 CA		$ 1,105.00	$ -
MC	2.34	3,580,000 29.8 120,000 134 - 152 CA		$ 1,212.00	$ -

MC	2.35	3,580,000 29.8 120,000 153 - 199 CA		$ 1,511.00	$ -
MC	2.36	3,580,000 29.8 120,000 200 - 236 CA		$ 1,587.00	$ -
MC	2.37	3,920,000 32.7 120,000 87 - 112 CA		$ 1,376.00	$ -
MC	2.38	3,920,000 32.7 120,000 113 - 133 CA		$ 1,450.00	$ -
MC	2.39	3,920,000 32.7 120,000 134 - 152 CA		$ 1,657.00	$ -
MC	2.40	3,920,000 32.7 120,000 153 - 199 CA		$ 1,856.00	$ -
MC	2.41	3,920,000 32.7 120,000 200 - 236 CA		$ 1,932.00	$ -
MC	2.42	4,260,000 35.5 120,000 87 - 112 CA		$ 1,832.00	$ -
MC	2.43	4,260,000 35.5 120,000 113 - 133 CA		$ 1,673.00	$ -
MC	2.44	4,260,000 35.5 120,000 134 - 152 CA		$ 2,003.00	$ -
MC	2.45	4,260,000 35.5 120,000 154 - 199 CA		$ 2,301.00	$ -
MC	2.46	4,260,000 35.5 120,000 200 - 236 CA		$ 2,384.00	$ -
	2.47	**DOUBLE FRAME - FULL IC REINFORCEMENT**			$ -
MC	2.48	3,230,000 26.9 120,000 87 - 112 CA		$ 1,001.00	$ -
MC	2.49	3,230,000 26.9 120,000 113 - 133 CA		$ 1,065.00	$ -
MC	2.50	3,230,000 26.9 120,000 134 - 152 CA		$ 1,172.00	$ -
MC	2.51	3,230,000 26.9 120,000 153 - 199 CA		$ 1,414.00	$ -
MC	2.52	3,230,000 26.9 120,000 200 - 236 CA		$ 1,490.00	$ -
MC	2.53	3,580,000 29.8 120,000 87 - 112 CA		$ 1,241.00	$ -
MC	2.54	3,580,000 29.8 120,000 113 - 133 CA		$ 1,305.00	$ -
MC	2.55	3,580,000 29.8 120,000 134 - 152 CA		$ 1,412.00	$ -
MC	2.56	3,580,000 29.8 120,000 153 - 199 CA		$ 1,711.00	$ -
MC	2.57	3,580,000 29.8 120,000 200 - 236 CA		$ 1,787.00	$ -
MC	2.58	3,580,000 29.8 120,000 87 - 112 CA		$ 1,576.00	$ -
MC	2.59	3,580,000 29.8 120,000 113 - 133 CA		$ 1,650.00	$ -
MC	2.60	3,580,000 29.8 120,000 134 - 152 CA		$ 1,857.00	$ -
MC	2.61	3,580,000 29.8 120,000 153 - 199 CA		$ 2,056.00	$ -
MC	2.62	3,580,000 29.8 120,000 200 - 236 CA		$ 1,787.00	$ -
MC	2.63	3,920,000 32.7 120,000 87 - 112 CA		$ 1,576.00	$ -
MC	2.64	3,920,000 32.7 120,000 113 - 133 CA		$ 1,650.00	$ -
MC	2.65	3,920,000 32.7 120,000 134 - 152 CA		$ 1,857.00	$ -
MC	2.66	3,920,000 32.7 120,000 153 - 199 CA		$ 2,056.00	$ -
MC	2.67	3,920,000 32.7 120,000 200 - 236 CA		$ 2,132.00	$ -
MC	2.68	4,260,000 35.5 120,000 87 - 112 CA		$ 2,032.00	$ -
MC	2.69	4,260,000 35.5 120,000 113 - 133 CA		$ 1,873.00	$ -
MC	2.70	4,260,000 35.5 120,000 134 - 152 CA		$ 2,203.00	$ -
MC	2.71	4,260,000 35.5 120,000 153 - 199 CA		$ 2,501.00	$ -
MC	2.72	4,260,000 35.5 120,000 200 - 236 CA		$ 2,584.00	$ -
	2.73	**TRIPLE FRAME - FULL IC REINFORCEMENT**			$ -
MC	2.74	5,688,000 47.4 120,000 87 - 112 CA		$ 4,960.00	$ -
MC	2.75	5,688,000 47.4 120,000 113 - 133 CA		$ 5,024.00	$ -
MC	2.76	5,688,000 47.4 120,000 134 - 152 CA		$ 5,131.00	$ -
MC	2.77	5,688,000 47.4 120,000 153 - 199 CA		$ 5,430.00	$ -
MC	2.78	5,688,000 47.4 120,000 200 - 236 CA		$ 5,506.00	$ -
4DXM2X	2.79	Flush bright finish channel steel		$ 113.00	$ -
4DXM6X	2.80	Extended stylized-silver-bright finish steel w/stone guard		$ 1,495.00	$ -
4DXN8X	2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin		$ 1,139.00	$ -
4DXR1X	2.82	Mill finish, flush mounted, unpainted aluminum		$ 68.00	$ -
4DXN4X	2.83	Extended swept back channel steel (includes center tow pin) w/stone guard		$ 805.00	$ -
5DXN5X	2.84	Extended swept back channel steel with bright finish w/painted center tow pin		$ 620.00	$ -
4DXN6X	2.85	Extended swept back steel channel w/bright finish		$ 258.00	$ -

4DXM9X	2.86	Extended swept back painted steel	1	STD		
4DX16X	2.87	Flush painted steel		$	(15.00)	$ -
4DXP1X	2.88	Flush stainless clad aluminum		$	143.00	$ -
5FXA1X	2.89	Plate type radiator guard		$	105.00	$ -
5FXA2X	2.90	Bright finish plate type radiator guard		$	258.00	$ -
B28018	2.91	Tectyl 185 GW pigmented compound between frame rails		$	110.00	$ -
281AA4	2.92	BOC crossmember, steel HD back to back channel intermediate		$	66.00	$ -
281AA6	2.93	BOC & intermediate crossmember, HD I-Beam		$	332.00	$ -
MC	2.94	Frame rail clearance		$	62.00	$ -
	3.0	**FRONT AXLE/SUSPENSION/BRAKE/OPTION**				
240AA6	3.1	Set forward front axle option	1	STD		
240AA7	3.2	12,000 front axle & matching suspension - Mack FXL12		STD		
	3.3	14,600 front axle & matching suspension - Mack FXL14.6		$	771.00	$ -
240AA2	3.4	16,000 front axle and matching suspension		$	999.00	$ -
240AA3	3.5	18,000 front axle and matching suspension - Mack FXL18		$	1,361.00	$ -
240AA5	3.6	20,000 front axle and matching suspension - Mack FXL20	1	$	2,147.00	$ 2,147.00
1KAA1X	3.7	23,000 front axle and matching suspension - Mack FXL23		$	2,448.00	$ -
	3.8	Heavy duty front axle shocks	1	STD		
	3.9					$ -
	3.10					$ -
	3.11					$ -
UDXA1X	3.12					$ -
245AB0	3.13	Front brake dust shields	1	$	18.00	$ 18.00
YHXB1X	3.14	Dual front auxiliary steering gear	1	$	569.00	$ 569.00
YHXA1X	3.15	RH spring build up for wing plow application		$	30.00	$ -
MOD01D	3.16	LH spring build up for wing plow application		$	30.00	$ -
PK7137	3.17	All wheel drive front axle		$	43,000.00	$ -
0KXB1X	3.18	Twin Steer Front Axle		$	12,612.00	$ -
U3XA5X	3.19	Aluminum front hubs		$	53.00	$ -
MC	3.20	Centerfuse outboard mounted brake drums		$	217.00	$ -
MC	3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		$	35.00	$ -
MC	3.22	HD mulitileaf front spring ILO taperleaf (2 leaf spring)		$	65.00	$ -
2410L1	3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)		$	65.00	$ -
U0AB1X	3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		$	653.00	$ -
U0AB8X	3.25	Meritor front slack adjustors - Need same slack on rear axle		$	1.00	$ -
U0AA1X	3.26	Meritor front slack with stainless steel pins		$	58.00	$ -
U0AA8X	3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle	1	STD		
MC	3.28	Haldex front slack with stainless steel pins		$	57.00	$ -
3NBB1X	3.29	Meritor front brakes ILO of Bendix - requires Meritor rear brakes	1	$	131.00	$ 131.00
	4.0	**4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS**				
MC	4.1	46,000# rear axle & matching suspension Make & Model - Mack SS462 Mack Camelback Suspension		$	2,240.00	$ -
MC	4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX400		$	1,558.00	$ -
MC	4.3	46,000# walking beam rear suspension and axle Make & Model Meritor RT-46-160 with Hendrickson HMX460		$	3,362.00	$ -
MC	4.4	40,000# air suspension and axle Make & Model Meritor MT-40-14X4D with Mack AL461 46,000 lbs. air suspension		$	1,578.00	$ -
MC	4.5	46,000# air suspension and axle Make & Model Meritor RT-46-160 with Mack AL461 46,000 lbs. air suspension		$	2,976.00	$ -
	4.6	Dash mounted air dump system - With air ride suspension		STD		

MC	4.7	Driver activated differential lock on one rear axle (front axle ____ rear axle ____, check one)		$ 484.00	$ -
254AB5	4.8	Driver activated differential lock on both front and rear axles	1	$ 968.00	$ 968.00
MC	4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		$ 1,210.00	$ -
MC	4.10	Meritor MT-40-14X4DP, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		$ 2,768.00	$ -
MC	4.11	Meritor RT-46-160P, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension		$ 4,572.00	$ -
76AB1X	4.12	½ round universal joints	1	STD	
195AB3	4.13	Spicer 1810 HD drive line with half round universal joints		$ 126.00	$ -
UEX	4.14	Rear Dust Shields	1	$ 34.00	$ 34.00
254AB7	4.15	Driver activated differential lock on both front and rear axles with individual switches		$ 1,102.00	$ -
195AB0	4.16	Meritor 18 MXL extended lube		$ 31.00	$ -
195AA9	4.17	Meritor 176 MXL extended lube		$ 32.00	$ -
195AB5	4.18	Dana-spicer SPL170XL extended lube series		$ 453.00	$ -
195AB6	4.19	Dana-spicer SPL250XL extended lube series	1	$ 493.00	$ 493.00
195AB7	4.20	Dana-spicer SPL250HDXL extended lube series		$ 502.00	$ -
195025	4.21	Dana-spicer SPL350HDXL extended lube series		$ 776.00	$ -
268AB1	4.22	Mack S38R fabricated steel housing		STD	
268AB5	4.23	Mack SB38 fabricated steel housing -40,000 # recertification		$ 450.00	$ -
268AA4	4.24	Mack S40 40,000 # rear axle		$ 450.00	$ -
268AB4	4.25	Mack S402 40,000 # cast iron housing		$ 450.00	$ -
268AA3	4.26	Mack S440 44,000# fabricated steel housing		$ 1,350.00	$ -
268AB6	4.27	Mack S440-46 fabricated steel housing - recertification		$ 1,350.00	$ -
268AA6	4.28	Mack S462 46,000# cast ductile iron housing	1	$ 1,800.00	$ 1,800.00
268AA9	4.29	Mack S462R 46,000# cast ductile iron housing		$ 1,800.00	$ -
268AC9	4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		$ 765.00	$ -
268AD0	4.31	Meritor 40,000# MT-40-14X4C Hypoid (Low Entry)		$ 765.00	$ -
268AB7	4.32	Meritor 46,000# RT-46-160		$ 2,163.00	$ -
268AC1	4.33	Meritor 46,000# Rt-46-164EH		$ 2,163.00	$ -
268AD3	4.34	Spicer 46,000# DS405		$ 2,628.00	$ -
268AE0	4.35	Spicer 46,000# D46-170H		$ 4,305.00	$ -
1860F6	4.36	Mack SS38 Mack multileaf camelback spring without anti-sway springs		$ (80.00)	$ -
1860G6	4.37	Mack SS38 multileaf camelback spring with anti-sway springs		STD	
186AA3	4.38	Mack SSB 38 multileaf camelback spring (boost-a-load)		$ (40.00)	$ -
186AD2	4.39	Mack SSB 38 multileaf camelback spring 40,000# recertification		$ 273.00	$ -
1860H6	4.40	Mack SS40 44,000# multileaf camelback suspension without anti sway		$ 226.00	$ -
1860I6	4.41	Mack SS40 44,000# multileaf camelback suspension with anti sway		$ 330.00	$ -
186AD3	4.42	Mack SS40 44,000# multileaf camelback suspension 46,000# - recertification		$ 228.00	$ -
1860J6	4.43	Mack SS462 44,000# multileaf camelback suspension without anti sway		$ 336.00	$ -
186OK6	4.44	Mack SS462 44,000# multileaf camelback suspension with anti sway		$ 440.00	$ -
186AB6	4.45	Mack AL-461 46,000# air ride		$ 813.00	$ -
186AC6	4.46	Mack M-Ride 40 parabolic 2-leaf, 40,000# normal stiffness		$ 959.00	$ -
186AG6	4.47	Mack M-Ride 40 parabolic 3-leaf, 40,000# stiffer than normal		$ 959.00	$ -
186AC7	4.48	Mack M-Ride 46 parabolic 3-leaf 46,000#	1	$ 1,289.00	$ 1,289.00
186AE5	4.49	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		$ 803.00	$ -
186AE6	4.50	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		$ 1,199.00	$ -

186AF7	4.51	Chambers 46,000# L high stability W#29 can		$	3,798.00	$ -
186AE9	4.52	PAX 460 High Stability Hendrickson Primaxx Air Suspension		$	1,319.00	$ -
186AF1	4.53	PAX 462 High Stability Hendrickson Primaxx Air Suspension		$	1,319.00	$ -
186AF4	4.54	Neway AD-246 air ride suspension		$	1,825.00	$ -
186AF5	4.55	Neway AD-252 air ride suspension		$	2,287.00	$ -
3LAZ1X	4.56	Delete power divider lockout		$	(153.00)	$ -
XZXC1X	4.57	Urethane bushing on Mack camelback suspension		$	(58.00)	$ -
GWXACX	4.58	55" axle spacing		$	122.00	$ -
GWXJAX	4.59	60" axle spacing		$	317.00	$ -
ZAXA5X	4.60	Dual leveling valve air suspension height control		$	149.00	$ -
018AA7	4.61	Mack CRDP1501/1511 with interwheel power divider - both axles		$	2,735.00	$ -
U4XA5X	4.62	Outboard centrifuse rear brake drums		$	206.00	$ -
U1AA1X	4.63	Haldex automatic rear slack adjustor	1		STD	
U1AA8X	4.64	Haldex automatic rear slack adjustor with stainless steel pins		$	96.00	$ -
U1AB1X	4.65	Meritor automatic rear slack adjustor		$	1.00	$ -
U1AB8X	4.66	Meritor automatic rear slack adjustor with stainless steel pins		$	231.00	$ -
U1AAAX	4.67	Haldex S-ABA slack adjustors		$	50.00	$ -
V1AC1X	4.68	30/36 rear brake chamber		$	156.00	$ -
OLXAEX	4.69	Comet aluminum hubs w/preset bearings & seals		$	385.00	$ -
0LX11X	4.70	Aluminum preset rear hubs with integrated spindle nut		$	37.00	$ -
1CXA3X	4.71	Chicago Rawhide (Scotseal Longlife) oil seal		$	59.00	$ -
1CXE1X	4.72	National/Federal Mogul		$	23.00	$ -
1CXC2X	4.73	Stemco-Grit Guard oil seals		$	63.00	$ -
1CXC3X	4.74	Stemco - Guardian oil seal		$	31.00	$ -
1CXC4X	4.75	Stemco (Voyager) oil seals		$	(5.00)	$ -
1CXA3X	4.76	Scotseal longlife rear oil seals		$	59.00	$ -
253AB3	4.77	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes & M-Ride 3 leaf suspension		$	2,430.00	$ -
253AB8	4.78	Bendix ES165-08D, 16.5" x 8 5/8" Cast Spider - Require M-Ride suspension. N/A with dust shields		$	272.00	$ -
253AA4	4.79	Meritor rear brakes - 16.5"7" Q+	1	$	115.00	$ 115.00
253023	4.80	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		$	291.00	$ -
253005	4.81	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		$	213.00	$ -
169009	4.82	13,500 lbs. Hendrickson steerable composite HLUC-2 pusher axle - includes tires and rims		$	9,791.00	$ -
169010	4.83	10,000 lbs. Hendrickson steerable composite HLUC-2 pusher axle - includes tires and rims		$	9,791.00	$ -
169103	4.84	20,000 lbs. Watson-Chalin steerable SL-2089 Thu Track Series pusher axle - includes tire and rims		$	12,381.00	$ -
169104	4.85	13,200 lbs. Watson-Chalin steerable SL-1187 Thu Track Series pusher axle - includes tire and rims		$	10,173.00	$ -
169106	4.86	20,000 lbs. Watson-Chalin non-steerable AL-2200 Atlas Series pusher axle - includes tire and rims		$	9,198.00	$ -
169800	4.87	includes tires and rims		$	9,091.00	$ -
169007	4.88	13,200 lbs. Hendrickson steerable HLUS2Z pusher axle - includes tires and rims		$	9,791.00	$ -
169008	4.89	20,000 lbs. Hendrickson Paralift HLP20 steerable pusher axle - includes tires and rims		$	11,192.00	$ -
202009	4.90	13,500 lbs. Hendrickson steerable composite HLUC-2 tag axle - includes tires and rims		$	9,791.00	$ -
202010	4.91	10,000 lbs. Hendrickson steerable composite HLUC-2 tag axle - includes tires and rims		$	9,791.00	$ -
202103	4.92	20,000 lbs. Watson-Chalin steerable SL-2089 Thu Track Series tag axle - includes tire and rims		$	12,381.00	$ -
202104	4.93	13,200 lbs. Watson-Chalin steerable SL-1187 Thu Track Series tag axle - includes tire and rims		$	10,173.00	$ -

202106	4.94	20,000 lbs. Watson-Chalin non-steerable AL-2200 Atlas Series tag axle - includes tire and rims		$	9,198.00	$ -
202800	4.95	20,000 lbs. Hendrickson non - steerable composite HLM tag axle - includes tires and rims		$	9,091.00	$ -
202007	4.96	13,200 lbs. Hendrickson steerable HLUS2Z tag axle - includes tires and rims		$	9,791.00	$ -
202008	4.97	20,000 lbs. Hendrickson Paralift HLP20 steerable tag axle - includes tires and rims		$	11,192.00	$ -
9GAACX	4.98	6S/6M systems sensing both rear axle wheel end sensors		$	440.00	$ -
6MAC1X	4.99	Furnish Meritor wide track axle option - Need for Super Singles		$	1,032.00	$ -
	5.0	**Fifth Wheel options**				
	5.1	Frame end tapered and open				$ -
X6XB2X	5.2	Frame end tapered and closed		$	30.00	$ -
330AB7	5.3	Fixed fifth wheel - Holland FW-35		$	684.00	$ -
330AE7	5.4	Mechanical slide fifth wheel - Holland FW35 Travel - 24" slide		$	562.00	$ -
330AH4	5.5	Air operated slide fifth wheel - Holland FW35 Travel 24" slide		$	986.00	$ -
464AA5	5.6	Stainless 1/4 fenders, mounted front of tandems		$	109.00	$ -
464AA2	5.7	Plastic 1/4 fenders, mounted front of tandems		$	110.00	$ -
WHX01X	5.8	Tractor package hookup		$	297.00	$ -
7KXA3X	5.9	Behind cab deck plate		$	681.00	$ -
330AB8	5.10	Holland fixed with non-tilt 5th wheel		$	1,385.00	$ -
330AEF	5.11	Holland manual slide 5th wheel		$	537.00	$ -
69XD3X	5.12	Mack mud flaps with brackets		$	98.00	$ -
69XC3X	5.13	Betts B60 stainless steel angled mud flap brackets		$	161.00	$ -
51XD1X	5.14	Hose tender & towel bar assembly		$	48.00	$ -
5ZXB1X	5.15	Coiled trailer air hose		$	28.00	$ -
2UAB1X	5.16	Coiled trailer electrical hose		$	44.00	$ -
OBS04S	5.17	Air Weight AW5800 onboard scales		$	963.00	$ -
6HXBRX	5.18	Medium height 5th wheel ramp guide		$	192.00	$ -
322022	5.19	Trailer hook up light		$	37.00	$ -
	6.0	**TIRES/RIMS OPTIONS:**				
MC	6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	$	44.00	$ 44.00
MC	6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)			STD	
MC	6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		$	16.00	$ -
900AS0	6.4	11R 22.5 H front tires		$	39.00	$ -
9000A0	6.5	12R 22.5 H front tires		$	198.00	$ -
900AB0	6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		$	187.00	$ -
900AC0	6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		$	407.00	$ -
900AX0	6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		$	609.00	$ -
9001W0	6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires	1	$	669.00	$ 669.00
901AJ6	6.10	11R 22.5 H rear tires	1	$	656.00	$ 656.00
531AF0	6.11	7,300 lb. 24.5" x 8.25" steel front rims		$	5.00	$ -
346AF5	6.12	7300 lb. 24.5" x 8.25" rear steel rims		$	44.00	$ -
531AF0	6.13	8,000 lb. 24.5" x 8.25" steel front rims		$	10.00	$ -
3460C6	6.14	8,000 lb. 24.5" x 8.25" steel rear rims		$	164.00	$ -
9002Q0	6.15	11R 24.5 G front tires		$	63.00	$ -
9002R0	6.16	11R 24.5 H front tires		$	105.00	$ -
901AK7	6.17	11R 24.5 G rear tires		$	164.00	$ -
901AK7	6.18	11R 24.5 H rear tires		$	480.00	$ -

NUS225	6.19	Steel spare rim, size 22.5 x 8.25		$	125.00	$ -
NUS245	6.20	Steel spare rim, size 24.5 x 8.25		$	148.00	$ -
NUS090	6.21	Steel spare rim, size 22.5 x 9.0		$	380.00	$ -
NUS225	6.22	Steel spare rim, size 22.5 x 12.25		$	430.00	$ -
900AB0	6.23	12R22.5 H front tires		$	439.00	$ -
901AK2	6.24	12R 22.5 H rear tires		$	1,752.00	$ -
7FXC1X	6.25	Wheel lug wrench - includes handle	1	$	48.00	$ 48.00
5310C1	6.26	Aluminum front wheel - 22.5 x 8.25		$	141.00	$ -
531AI6	6.27	Aluminum front wheel - 24.5 x 8.25		$	156.00	$ -
5310N1	6.28	Aluminum front wheel - 22.5 x 9.0		$	329.00	$ -
531AJ0	6.29	Aluminum front wheel - 22.5 x 12.25	1	$	387.00	$ 387.00
49AA1X	6.30	Polished aluminum front wheel	1	$	48.00	$ 48.00
49AB1X	6.31	Dura-bright bright finish front wheels		$	204.00	$ -
49AA5X	6.32	Wheel finishing with extra polished front wheels		$	76.00	$ -
346AI7	6.33	Aluminum rear wheels - 22.5 x 8.25		$	492.00	$ -
3460G6	6.34	Aluminum rear wheels - 24.5 x 8.25		$	600.00	$ -
2350D5	6.35	Polished aluminum rear wheel four outboard of dual wheels		$	132.00	$ -
235095	6.36	Polished aluminum rear wheel all eight (8) wheels		$	265.00	$ -
2350A5	6.37	Dura-bright bright finish on all eight (8) rear wheels		$	1,334.00	$ -
2350C5	6.38	Dura-bright bright finish on all four (4) outboard rear wheels		$	667.00	$ -
900AA6	6.39	11R22.5 G Bridgestone M843 front tires		$	223.00	$ -
900AX9	6.40	11R22.5 G Michelin XZE2 front tires		$	296.00	$ -
900166	6.41	315/80R22.5 L Michelin XZA1 front tires		$	532.00	$ -
900AW2	6.42	385/65R22.5 J Michelin XZY3 front tires		$	712.00	$ -
900AW4	6.43	425/65R22.5 L Michelin XZY3 front tires		$	959.00	$ -
901AA9	6.44	11R22.5 G Bridgestone M843 rear tires		$	892.00	$ -
901BG1	6.45	11R22.5 G Michelin XDN2 rear tires		$	1,892.00	$ -
901BG0	6.46	11R22.5 H Michelin XDN2 rear tires		$	1,964.00	$ -
901AY7	6.47	11R22.5 G Goodyear G622RSD rear tires		$	2,504.00	$ -
901AY8	6.48	11R22.5 H Goodyear G622RSD rear tires		$	2,672.00	$ -

7.0 BRAKE SYSTEM OPTIONS:

VHXBVX	7.1	Wabco System Saver 1200 E heated air dryer			STD	
UWXB1X	7.2	Manual cable drain valves on air tanks with lanyard on all tanks		$	24.00	$ -
	7.3					$ -
UWXE3X	7.4	Auto drain valves on air tanks		$	31.00	$ -
300AD0	7.5	MGM type TR-T rear brake chambers		$	50.00	$ -
	7.6					$ -
	7.7					$ -
MC	7.8	Relocate air dryer		$	49.00	$ -
VHXBNX	7.9	Bendix AD9 heated air dryer	1	$	118.00	$ 118.00
VHXBPX	7.10	Bendix AD-IP heated air dryer		$	164.00	$ -
VHXEAX	7.11	Meritor/Wabco system twin heated air dryer		$	539.00	$ -
UWXA1X	7.12	Auto heated drain valve- heated supply tank, manual petcock	1	$	42.00	$ 42.00
UWXE1X	7.13	Auto heated drain valve- heated supply tank, with lanyard on all other tanks		$	72.00	$ -
U2XA1X	7.14	Aluminum air reservoirs		$	192.00	$ -
U2XA2X	7.15	Polished aluminum air reservoirs	1	$	252.00	$ 252.00
VSXD1X	7.16	Increase air capacity for installation of extra axles		$	289.00	$ -
698AA7	7.17	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch		$	1,873.00	$ -
698AA2	7.18	Meritor/Wabco ABS system w/o automatic traction control		$	142.00	$ -
698AA5	7.19	Bendix ABS system with traction control	1	$	270.00	$ 270.00

698AA3	7.20	Meritor/Wabco ABS system w/auto traction control		$	357.00	$ -
H9CA1X	7.21	Furnish automatic traction control (ATC full disable switch)	1	$	105.00	$ 105.00
UWXB1X	7.22	Lanyard control on supply wet tank		$	16.00	$ -
300AA3	7.23	Haldex "Gold Seal" brake chamber		$	1.00	$ -
300AB1	7.24	Haldex "Life Seal" brake chamber	1		STD	
300AB3	7.25	MGM TR 30/30 LP3 (3" Stroke) brake chamber		$	105.00	$ -
300AB5	7.26	MGM LTR (3" Stroke) brake chamber		$	285.00	$ -
300AB8	7.27	MGM TR3030LP3THD		$	133.00	$ -
300AE0	7.28	MGM TR-T (Tamper Resistant brake chamber) reclock inlet ports for optimum ground clearance		$	68.00	$ -
300AC2	7.29	Haldex "Gold Seal" 3.0" stroke brake chamber		$	399.00	$ -
3MBC1X	7.30	Electric horn sound when driver door open with park brake released		$	67.00	$ -
3MBA1X	7.31	Alarm to sound when driver door open & parking brake not on		$	43.00	$ -
2ZBC1X	7.32	Schreader valve located in supply tank		$	47.00	$ -
2ZBA1X	7.33	Schreader valve, secondary		$	47.00	$ -
1JAABX	7.34	Two (2) valve dual brake system-trailer supply and tractor-trailer park		$	42.00	$ -
141ABO	7.35	Relocate all air reservoir in frame		$	48.00	$ -
141OF1	7.36	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		$	48.00	$ -
3FBA1X	7.37	Never-seize to brake shoes pins & cam rollers		$	33.00	$ -

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

1000T0	8.1	Mack MP7-345C 325HP@1400-1900 RPM (Peak) 2100 RPM Gov 1350 LB-FT Torque			STD	
1000U0	8.2	Mack MP7-355A 355HP@1500-1800 RPM (Peak) 2100 RPM Gov 1250 LB-FT Torque		$	290.00	$ -
1000V0	8.3	Mack MP7-375M 375HP@1500-1900 RPM (Peak) 2100 RPM Gov 1360 LB-FT Torque		$	813.00	$ -
1000W0	8.4	Mack MP7-425M 425HP@1500-1800 RPM (Peak) 2100 RPM Gov 1560 LB-FT Torque		$	1,508.00	$ -
1000P0	8.5	Mack MP7-345C 345HP@1450-1700 RPM (Peak) 1950 RPM Gov 1360 LB-FT Torque		$	300.00	$ -
1000Q0	8.6	Mack MP7-365C 365HP@1400-1700 RPM (Peak) 1950 RPM Gov 1460 LB-FT Torque		$	564.00	$ -
1000R0	8.7	Mack MP7-395A 395HP@1450-1700 RPM (Peak) 1950 RPMGov 1560 LB-FT Torque		$	1,302.00	$ -
1000Z0	8.8	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM Gov 1560 LB-FT Torque		$	1,302.00	$ -
100100	8.9	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 1950 RPM Gov 1660 LB-FT Torque		$	2,274.00	$ -
100110	8.10	Mack MP8-445C 445HP@1300-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		$	3,058.00	$ -
1001K0	8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		$	4,350.00	$ -
100140	8.12	Mack MP8-425M 425HP@1500-1900 RPM (Peak) 21000 RPM Gov 1560 LB-FT Torque	1	$	2,539.00	$ 2,539.00
100150	8.13	Mack MP8-455M 455HP@1500-1900 RPM (Peak) 21000 RPM Gov 1760 LB-FT Torque		$	3,289.00	$ -
100160	8.14	Mack MP8-505M 5055HP@1500-1900 RPM (Peak) 21000 RPM Gov 1860 LB-FT Torque		$	4,350.00	$ -
MC	8.15	Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab	1	$	114.00	$ 114.00
PK70W7	8.16	PK7-17C2 93 gallon sleeved fuel tank, 20" clearance for outrigger/wing plow		$	317.00	$ -
DPF0101	8.17	Cleartech, DPF RH side under cab w/SCR vertical RH side of cab		$	601.00	$ -
DPF0106	8.18	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		$	3,308.00	$ -
130AD7	8.19	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	$	318.00	$ 318.00

130AEO	8.20	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Plain End		$	318.00	$ -
130AB5	8.21	Single (R/S) Vertical Straight Exhaust Stack Plain End		$	(16.00)	$ -
130AB6	8.22	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1		STD	
130AB7	8.23	Single (R/S) Vertical Straight Exhaust Stack Plain End Perf Stack Diffuser		$	32.00	$ -
130AC7	8.24	Single (R/S) Vertical Straight Exhaust Stack Plain End Side Outlet Diffuser		$	126.00	$ -
130AC8	8.25	Single (R/S) Vertical Straight Exhaust Stack Plain Top Outlet Diffuser		$	126.00	$ -
130AC3	8.26	Dual Vertical Straight Exhaust Stack Plain End - N/A with Allison Transmission		$	1,065.00	$ -
130AC4	8.27	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		$	1,091.00	$ -
130AD1	8.28	Dual Vertical Straight Exhaust Stack Plain Side Outlet Diffuser - N/A with Allison Transmission		$	1,507.00	$ -
130AD2	8.29	Dual Vertical Straight Exhaust Stack Plain Top Outlet Diffuser - N/A with Allison Transmission		$	1,507.00	$ -
Q0AC1X	8.30	Single, Bright finish heat shield & stack	1	$	65.00	$ 65.00
Q0AF1X	8.31	Dual, Bright finish heat shield & stack		$	130.00	$ -
Q0AC2X	8.32	Single, Bright finish heat shield, stack & elbow		$	162.00	$ -
Q0AF2X	8.33	Dual, Bright finish heat shield, stack & elbow		$	344.00	$ -
Q0AC5X	8.34	Single, Bright finish stack only		$	50.00	$ -
Q0AF5X	8.35	Dual, Bright finish stack only		$	99.00	$ -
Q0AC3X	8.36	Single, Bright finish lower elbow & stack		$	148.00	$ -
Q0AF3X	8.37	Dual, Bright finish lower elbow & stack		$	294.00	$ -
Q0AC4X	8.38	Single, Bright finish heat shield only		$	16.00	$ -
Q0AF4X	8.39	Dual, Bright finish heat shield only		$	31.00	$ -
8NAB1X	8.40	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		$	171.00	$ -
288ABO	8.41	50 Gallon LH steel 22" Dia fuel tank		$	(118.00)	$ -
288AA2	8.42	66 Gallon LH steel 22" Dia fuel tank		$	(96.00)	$ -
288AA3	8.43	72 Gallon LH steel 26" Dia fuel tank		$	(62.00)	$ -
288AA5	8.44	88 Gallon LH steel 22" Dia fuel tank		$	164.00	$ -
288AA6	8.45	93 Gallon LH steel 26" Dia fuel tank		$	267.00	$ -
288AA7	8.46	116 Gallon LH steel 22" Dia fuel tank		$	222.00	$ -
288AC2	8.47	50 Gallon LH aluminum 22" Dia fuel tank		$	(64.00)	$ -
288AB3	8.48	66 Gallon LH aluminum 22" Dia fuel tank		$	(45.00)	$ -
288AB4	8.49	72 Gallon LH aluminum 26" Dia fuel tank		$	24.00	$ -
288AB6	8.50	88 Gallon LH aluminum 22" Dia fuel tank		$	231.00	$ -
288AB7	8.51	93 Gallon LH aluminum 26" Dia fuel tank		$	272.00	$ -
288AB9	8.52	116 Gallon LH aluminum 22" Dia fuel tank		$	292.00	$ -
288AD2	8.53	50 Gallon LH Steel D-Shape		$	(118.00)	$ -
288AC5	8.54	66 Gallon LH Steel D-Shape		$	(68.00)	$ -
288AC7	8.55	88 Gallon LH Steel D-Shape		$	101.00	$ -
288AC9	8.56	116 Gallon LH Steel D-Shape		$	300.00	$ -
288AE3	8.57	50 Gallon LH Aluminum D-Shape		$	(118.00)	$ -
288AD5	8.58	66 Gallon LH Aluminum D-Shape		$	(27.00)	$ -
288AD8	8.59	88 Gallon LH Aluminum D-Shape		$	173.00	$ -
288AD9	8.60	93 Gallon LH Aluminum D-Shape		$	195.00	$ -
288AE0	8.61	116 Gallon LH Aluminum D-Shape		$	367.00	$ -
288AF9	8.62	66 Gallon LH Steel D-Shape with Integral DEF Tank		$	(47.00)	$ -
288AG0	8.63	88 Gallon LH Steel D-Shape with Integral DEF Tank		$	213.00	$ -
288AG1	8.64	111 Gallon LH Steel D-Shape with Integral DEF Tank		$	325.00	$ -
288AF2	8.65	66 Gallon LH Aluminum D-Shape with Integral DEF Tank			STD	
288AF3	8.66	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		$	171.00	$ -

288AF5	8.67	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	$	240.00	$	240.00
288AF6	8.68	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		$	304.00	$	-
288AF7	8.69	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		$	378.00	$	-
2880E8	8.70	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		$	839.00	$	-
290AB0	8.71	50 Gallon RH steel 22" Dia fuel tank		$	503.00	$	-
290AA2	8.72	66 Gallon RH steel 22" Dia fuel tank		$	529.00	$	-
290AA5	8.73	88 Gallon RH steel 22" Dia fuel tank		$	814.00	$	-
290AA7	8.74	116 Gallon RH steel 22" Dia fuel tank		$	871.00	$	-
290AC1	8.75	50 Gallon RH aluminum 22" Dia fuel tank		$	570.00	$	-
290AB3	8.76	66 Gallon RH aluminum 22" Dia fuel tank		$	593.00	$	-
290AB6	8.77	88 Gallon RH aluminum 22" Dia fuel tank		$	879.00	$	-
290AB8	8.78	116 Gallon RH aluminum 22" Dia fuel tank		$	849.00	$	-
290ADO	8.79	50 Gallon RH Steel D-Shape		$	503.00	$	-
290AC3	8.80	66 Gallon RH Steel D-Shape		$	566.00	$	-
290AC5	8.81	88 Gallon RH Steel D-Shape		$	751.00	$	-
290AH0	8.82	116 Gallon RH Steel D-Shape		$	950.00	$	-
290AE1	8.83	50 Gallon RH Aluminum D-Shape		$	569.00	$	-
290AD3	8.84	66 Gallon RH Aluminum D-Shape		$	617.00	$	-
290AD6	8.85	88 Gallon RH Aluminum D-Shape		$	822.00	$	-
290AD8	8.86	116 Gallon RH Aluminum D-Shape		$	1,016.00	$	-
R0AA1X	8.87	Single polished aluminum fuel tank	1	$	197.00	$	197.00
ROAA2X	8.88	Dual polished aluminum fuel tank		$	393.00	$	-
17XAFX	8.89	Isolate RH fuel tank from fuel system for hyd oil		$	30.00	$	-
12AC1X	8.90	Dual draw & return fuel system		$	82.00	$	-
852082	8.91	Filter neck screen for fuel tank		$	71.00	$	-
KFXB1X	8.92	Lockable fuel tank cap		$	31.00	$	-
8NAB1X	8.93	Bright finish DPF tank cover - Requires with bright finish tanks		$	171.00	$	-
U6BC1X	8.94	Bright finish DEF tank cover		$	29.00	$	-
223AA2	8.95	Bright Finish Aluminum steps & stainless steel bright finish straps	1	$	189.00	$	189.00
223AA3	8.96	Bright Finish Fuel Tank Straps - Single Tank		$	32.00	$	-
HZXBAX	8.97	Flocs oil change system w/disconnecting fittings		$	114.00	$	-
HZXBEX	8.98	Engine oil drain kit, Flocs, SAE 100R2 hose		$	136.00	$	-

	9.0	**ENGINE RELATED OPTIONS:**					
	9.1					$	-
132AB2	9.2	Delco 165A Brushless		$	204.00	$	-
132AB4	9.3	Delco 160A Brush Type	1		STD		
132AB5	9.4	Delco 240A Brushless, w/Remote Voltage Sensing		$	263.00	$	-
132AA4	9.5	Delco 320A Brushless, w/Remote Voltage Sensing		$	70.00	$	-
	9.6	Dual element air cleaner			STD		
1VAADX	9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	$	323.00	$	323.00
	9.8					$	-
	9.9					$	-
	9.10					$	-
293AA2	9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter			STD		
HWXD1X	9.12	Coolant spin on filter/conditioner	1	$	47.00	$	47.00
183AA2	9.13	Front engine powered take off adapter and radiator cut out	1	$	103.00	$	103.00
118048	9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		$	135.00	$	-
	9.15					$	-
118AA5	9.16	Viscous fan drive - Behr Electronically modulated	1		STD		

124AB3	9.17	Radiator hose package (Silicone) per Spec 12.2	1	$	240.00	$	240.00
130AB6	9.18	Curved exhaust pipe end	1		STD		
	9.19					$	-
5NXA1X	9.20	Engine block heater	1	$	65.00	$	65.00
E8XH5X	9.21	In line fuel heater		$	407.00	$	-
E8XH5X	9.22	In tank fuel heater		$	351.00	$	-
	9.23					$	-
121AA5	9.24	Radiator bug screen	1		STD		
MC	9.25	Engine brake system	1	$	604.00	$	604.00
MC	9.26	Relocate air dryer		$	66.00	$	-
119AA6	9.27	Extended life anti-freeze	1	$	20.00	$	20.00
	9.28					$	-
NCX15X	9.29	Starter motor options - Delco 39MT-MXT	1		STD		
NCXD1X	9.30	Mitsubishi electric 105P planetary gear reduction		$	46.00	$	-
MC	9.31	Relocate fuel filter		$	38.00	$	-
293AA7	9.32	Non-heated fuel/water separator, Racor 1000 FH		$	349.00	$	-
124AA5	9.33	Silicone radiator & heater hose with gate valve on each heater hose		$	201.00	$	-
124AC4	9.34	Silicone radiator, spring clamps on radiator & heater, 1/4 turn ball valve heater hose		$	212.00	$	-
124014	9.35	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		$	79.00	$	-
124AB2	9.36	Mack brand EPDM radiator & heater hoses with constant torque clamps on all coolant lines		$	22.00	$	-
132AA6	9.37	Leece-Neville Alternator, 200 AMP		$	464.00	$	-
132AA7	9.38	Leece-Neville Alternator, 270 AMP		$	659.00	$	-
132AA8	9.39	Leece-Neville Alternator, 160 AMP Brushless		$	106.00	$	-
132AB9	9.40	Delco 24 SI Alternator, 160 AMP		$	54.00	$	-
132AB6	9.41	Delco 36SI Alternator, 165A Amp Brushless		$	178.00	$	-
132AB8	9.42	Delco 36SI Alternator, 165A Amp Brushless, w/remote voltage sensing		$	166.00	$	-
132AA3	9.43	Leece-Neville Alternator, 140 Amp		$	49.00	$	-
132AA5	9.44	Leece-Neville Alternator, 160 AMP Brush		$	103.00	$	-
113AA5	9.45	Meritor/Wabco 636 (37.4 CFM) air compressor		$	783.00	$	-
121AA1	9.46	Without bug screen		$	(22.00)	$	-
121AA8	9.47	Winterfront over radiator mtg bug screen		$	97.00	$	-
121AA4	9.48	Winter front cover only		$	52.00	$	-
QHXC1X	9.49	Corrosion resistant oil pan - Recommended for snow plow trucks		$	126.00	$	-
SSOILP	9.50	Stainless steel oil pan	1	$	1,950.00	$	1,950.00
293AA3	9.51	Davco 382 heated fuel-water separator	1	$	387.00	$	387.00
293AA6	9.52	Racor fuel filter 1000 FH, 12V electrical heater with Mack integral fuel-water separator		$	374.00	$	-
EFXASX	9.53	120V, 1500W block heater with 150W oil pan heater wired to same receptacle		$	137.00	$	-
NDXA1X	9.54	Electric preheater	1	$	53.00	$	53.00
36AD1X	9.55	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		$	23.00	$	-
P9ADAX	9.56	Electric primer pump (Mack engine) with momentary switch located LH rail BOC		$	96.00	$	-
416AA2	9.57	Rear engine PTO (Repto)		$	1,817.00	$	-
189AB8	9.58	Furnish transmission thru shaft for local installation of RMPTO for Fuller transmission (lower left)		$	28.00	$	-
189AB7	9.59	Provision for local installation of rear mounted PTO (lower center) includes dash mounted indicator light		$	159.00	$	-
TYXC1X	9.60	Air operated PTO control - includes in cab control (RMPTO only)		$	118.00	$	-
TYXE1X	9.61	PTO switch and light with wiring and piping		$	156.00	$	-
TYXG3X	9.62	PTO switch and light with wiring and piping - M-Drive transmission		$	156.00	$	-

TRANSMISSION OPTIONS:

	10.1				$ -
133AD5	10.2			$ -	$ -
RBXA1X	10.3	External grease fitting for throw out bearing		$ 7.00	$ -
133AD6	10.4	Adjustment free option for 2 plate clutches		$ 47.00	$ -
7RXAEX	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	$ 301.00	$ 301.00
7RXB1X	10.6	Synthetic lubrication for manual transmission		STD	
7RXA1X	10.7	Factory option lube - transmission		$ (56.00)	$ -
136AX6	10.8	Allison 3000-RDS 5/6 speed push button, PTO		$ 7,386.00	$ -
136055	10.9	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		$ 9,783.00	$ -
136B06	10.10	Allison 3000-EVS 6 speed push button, PTO		$ 9,625.00	$ -
136AP6	10.11	Allison 4000-RDS 5 speed push button, PTO		$ 13,751.00	$ -
136AQ6	10.12	Allison 4000-RDS 6 speed push button, PTO		$ 13,751.00	$ -
13605G	10.13	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		$ 19,959.00	$ -
136AU6	10.14	Allison 4000-EVS 6 speed push button, PTO		$ 14,972.00	$ -
136AS6	10.15	Allison 4500-RDS 6 speed push button, PTO	1	$ 14,772.00	$ 14,772.00
13605I	10.16	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		$ 21,226.00	$ -
136AW6	10.17	Allison 4500-EVS 6 speed push button, PTO		$ 16,251.00	$ -
1360Y6	10.18	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		$ 3,718.00	$ -
1360Z6	10.19	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		$ 3,718.00	$ -
136146	10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		$ 7,438.00	$ -
136156	10.21	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		$ 7,438.00	$ -
136176	10.22	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		$ 7,839.00	$ -
136AD5	10.29	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
136AD6	10.30	Fuller RTO-14908LL, 10 speed manual transmission, PTO		$ 855.00	$ -
136AD4	10.31	Fuller FRO-15210C, 10 speed manual transmission, PTO		$ 1,639.00	$ -
136AD3	10.32	Fuller FRO-16210C, 10 speed manual transmission, PTO		$ 1,298.00	$ -
136AEO	10.33	Fuller RTO-16908LL, 10 speed manual transmission, PTO		$ 1,585.00	$ -
136AF8	10.34	Fuller FRO-18210C, 10 speed manual transmission, PTO		$ 1,614.00	$ -
136AG2	10.35	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		$ 1,390.00	$ -
136AG1	10.36	Fuller RTO-16908ALL, 11 speed manual transmission, PTO		$ 2,102.00	$ -
136AF5	10.39	Fuller RTLO-16913A, 13 speed manual transmission, PTO		$ 2,111.00	$ -
136AF9	10.40	Fuller RTLO-18913A, 13 speed manual transmission, PTO		$ 2,848.00	$ -
136AD7	10.41	Fuller RTO-16915, 15 speed manual transmission, PTO		$ 2,220.00	$ -
136AB1	10.42	Mack T318LR21, 18 speed manual transmission, PTO		$ 1,561.00	$ -
136AB0	10.43	Mack T318LR, 18 speed manual transmission, PTO		$ 1,277.00	$ -
136AB7	10.44	Mack T318, 18 speed manual transmission, PTO		$ 1,306.00	$ -
136AF7	10.45	Fuller RTLO-16918B, 18 speed manual transmission, PTO		$ 2,725.00	$ -
136AG0	10.46	Fuller RTLO-18918B, 18 speed manual transmission, PTO		$ 3,407.00	$ -
1UXC1X	10.47	Air assist clutch		$ 359.00	$ -
1UXD1X	10.48	Mechanical clutch cable		$ 160.00	$ -
2XAA1X	10.49	Open grated clutch pedal		$ 14.00	$ -
139049	10.50	Transmission oil cooler	1	STD	
83AA1X	10.51	Driveshaft guard for center bearing		$ 27.00	$ -
5DAAAX	10.52	Transmission dust proofing		$ 15.00	$ -
492008	10.53	T-Handle shift lever for Allison - Floor mounted		$ 203.00	$ -
MC	10.54	Allison shift to neutral when park brake engaged	1	STD	
FSXWQX	10.55	3rd or 4th gear hold for Allison transmission		$ 300.00	$ -
139019	10.56	Stainless steel transmission coolant pipes	1	$ 175.00	$ 175.00

I9CA1X	10.57	Allison fill tune and dip stick under hood		$	138.00	$ -
RBXD1X	10.58	Remote lube fittings: clutch release, brg & both cross-shaft; mounted under LH door		$	50.00	$ -
8260E6	10.59	GP1-23 Parker gear pump - requires M-Drive transmission and RMPO		$	425.00	$ -
8260F6	10.60	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		$	434.00	$ -
8260G6	10.61	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		$	548.00	$ -
8260H6	10.62	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		$	588.00	$ -
826046	10.63	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		$	637.00	$ -
826036	10.64	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		$	710.00	$ -
826056	10.65	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		$	857.00	$ -
	11.0	**ELECTRICAL OPTIONS:**				
	11.1					$ -
	11.2					$ -
	11.3					$ -
	11.4					$ -
318AA3	11.5	Battery disconnect switch off negative side		$	111.00	$ -
LLXC1X	11.6	Remote jump start terminals		$	126.00	$ -
	11.7					$ -
LSXH1X	11.8	OEM daytime running lights	1		STD	
316AA7	11.9	3000 CCA batteries in lieu of 1950CCA		$	66.00	$ -
316AA6	11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1		STD	
	11.11					$ -
	11.12					$ -
	11.13					$ -
	11.14					$ -
NJXA3X	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	$	80.00	$ 80.00
	11.16					$ -
	11.17					$ -
136SPD	11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	$	20.00	$ 20.00
393AC4	11.19	Battery box left hand rail back of fuel tank		$	48.00	$ -
4SBB1X	11.20	Battery terminal cable with tall battery terminal nuts		$	8.00	$ -
3XAA1X	11.21	Dash mounted indicator body/hoist up body builder lamp		$	71.00	$ -
O5AGAX	11.22	RH/LH led work light on both side of truck		$	113.00	$ -
L5XF1X	11.23	Polished aluminum battery box cover	1	$	52.00	$ 52.00
L5XL1X	11.24	Molded plastic with splash guard		$	29.00	$ -
L5XH1X	11.25	Painted steel battery box		$	23.00	$ -
L5XJ1X	11.26	Lockable steel battery box		$	69.00	$ -
MOXAAX	11.27	Battery shock pad		$	4.00	$ -
B83083	11.28	Body Link w/cab floor pass thru hole/rubber boot		$	1.00	$ -
B83093	11.29	Body Link w/o cab floor pass thru hole/rubber boot	1		STD	
EAXB1X	11.30	2 Extra dash mounted illuminated toggle switches		$	16.00	$ -
EAXA2X	11.31	One extra dash mounted rocker switch thru battery for local installed items		$	10.00	$ -

EAXA1X	11.32	One extra dash mounted rocker switch thru ignition for local installed items		$	10.00	$	-
EAXD4X	11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		$	111.00	$	-
EAXAUX	11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	$	237.00	$	237.00
5RXA3X	11.35	Back up alarm with intermittent feature (Ambient noise sensitive)		$	98.00	$	-
5RXA6X	11.36	Ecco back-up alarm 575 constant sound level	1	$	74.00	$	74.00
5RXA5X	11.37	Ecco back-up alarm SA917 ambient noise sensitive		$	98.00	$	-
5RXA7X	11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		$	80.00	$	-
NGXB1X	11.39	Fog lights		$	93.00	$	-
NGXP1X	11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		$	13.00	$	-
NEXZ1X	11.41	Omit rear tail lights		$	(38.00)	$	-
NEXD1X	11.42	Incandescent tail light module		$	91.00	$	-
JMXC1X	11.43	Brake lighting on with engine brake		$	84.00	$	-
NEXD2X	11.44	LED type tail lights	1	$	199.00	$	199.00
316046	11.45	Two Mack M/F 925/1850 CCA batteries		$	56.00	$	-
316AA8	11.46	Three Mack 730/2190 CCA batteries		$	5.00	$	-
316AA9	11.47	Three Mack 800 CCA AGM Long Life Batteries		$	263.00	$	-
316AB2	11.48	Four Mack 1000/4000 CCA		$	182.00	$	-
N7XC1X	11.49	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		$	32.00	$	-
N7XB3X	11.50	LED strobe beacon lights mounted on top of cab with switch on D-panel		$	196.00	$	-
N4AA1X	11.51	LH roof mounted spot light		$	71.00	$	-
5FBB1X	11.52	Trucklite LED side marker light		$	102.00	$	-

	12.0	**CAB EXTERIOR OPTIONS:**					
LXXD1X	12.1	Dual electric horns		$	6.00	$	-
154AC3	12.2	Air horns, dual, round, with snow shields		$	95.00	$	-
154AA3	12.3	Dual rectangular air horns	1	$	72.00	$	72.00
15H07H	12.4	Fender mirrors per Spec 12.4	1	$	133.00	$	133.00
152AA4	12.5	Heated mirrors per Spec 12.5 -West Coast		$	104.00	$	-
152AC3	12.6	Remote control for R.H. mirror & heated -Bulldog stylized mirrors		$	378.00	$	-
152AC4	12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors with integral convex mirror	1	$	474.00	$	474.00
	12.8					$	-
	12.9					$	-
944AGO	12.10	Dupont Highway orange paint or equal		$	31.00	$	-
924034	12.11	Premium paint color option		$	233.00	$	-
924014	12.12	Imron paint option			STD		
996AA3	12.13	Imron and clear coat paint option	1		STD		
950045	12.14	Top of hood painted flat black		$	607.00	$	-
	12.15	Cab Air Ride Suspension	1		STD		
MC	12.16	Tilting hood per Spec 12.8	1		STD		
26XA1X	12.17	Butterfly option on hood		$	413.00	$	-
	12.18					$	-
	12.19	Front fender mounted turn signals				$	-
157027	12.20	Cab visor, external, painted to match cab color	1	$	184.00	$	184.00
2KXA1X	12.21	Front fender extensions	1	$	105.00	$	105.00
2HXA1X	12.22	Front fender mud flaps	1		STD		
148AA5	12.23	Arctic winter wiper blades	1	$	19.00	$	19.00
JQXABX	12.24	Optional windshield washer tank		$	26.00	$	-
MC	12.25	Per truck charge for all trucks, key identical		$	20.00	$	-

Q4XACX	12.26	RH observation prism window in door		$	28.00	$	-
N4AA1X	12.27	Spotlight LH, RH, or roof mounted each		$	71.00	$	-
243043	12.28	Front tow hooks	1		STD		
6PXZ1X	12.29	Rear tow hooks		$	22.00	$	-
MC	12.30	Per truck charge for all trucks, key identical - 4 keys		$	39.00	$	-
152AA5	12.31	Heated mirrors per Spec 12.5 -West Coast heated & illuminated		$	123.00	$	-
152AC2	12.32	Heated mirrors per Spec 12.5 -Bulldog Stylized mirrors w/integral convex mirrors		$	272.00	$	-
152AA1	12.33	Heated mirrors per Spec 12.5 -Body color aero mirror with integrated convex mirror		$	(49.00)	$	-
152AA8	12.34	Remote control for R.H. mirror & heated -Aerodynamic		$	344.00	$	-
152AB9	12.35	Hadley/Kam 4-way mirrors with chrome steel - RH motorized & heated		$	214.00	$	-
152AC5	12.36	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		$	502.00	$	-
152AA7	12.37	Remote control for dual mirrors & heated - Aerodynamic		$	444.00	$	-
152AB6	12.38	Remote control for dual mirrors & heated - Aerodynamic body color		$	134.00	$	-
152AC0	12.39	Hadley/Kam 4-way mirrors with chrome steel - RH/LH both motorized & heated		$	252.00	$	-
Q4XACX	12.40	RH observation prism window in door		$	28.00	$	-
148AA5	12.41	Heated electric wiper blades		$	118.00	$	-
145AA5	12.42	Heated windshield	1	$	425.00	$	425.00
WSXAAX	12.43	One piece windshield		$	83.00	$	-
145AA4	12.44	Tinted windshield and sides w/50% transmittance gray, tinted rear window		$	50.00	$	-
OEAA1X	12.45	Bright finish hood intake	1	$	16.00	$	16.00
400AA6	12.46	Bright finish bars with surround grille	1	$	240.00	$	240.00
400AA5	12.47	Bright finish grille		$	32.00	$	-
512AA6	12.48	Bullet type chrome marker & clearance lights		$	75.00	$	-
312AB5	12.49	Led type marker & clearance lights	1	$	75.00	$	75.00
7HX10X	12.50	RH tool box mounted on frame rail		$	221.00	$	-
153AA3	12.51	Heated convex mirrors		$	34.00	$	-
12AB1X	12.52	Electronic keyless entry		$	130.00	$	-
15H02H	12.53	Bright finish RH fender mirror		$	67.00	$	-
15H0GH	12.54	Bus style 1/4 round black finish fender mirrors		$	191.00	$	-
157037	12.55	Stainless steel exterior sun visor		$	247.00	$	-
4UAB1X	12.56	Bright Finish hood latches	1	$	89.00	$	89.00
15H0NH	12.57	10" round bright finish heated fender mirrors		$	234.00	$	-
43X40X	12.58	Rect convex mirror above RH driver door window		$	23.00	$	-

13.0 CAB INTERIOR OPTIONS:

	13.1	**Medium grade interior trim package**				$	-
004AA4	13.2	Sandstone Color with woodgrain instrument panel		$	292.00	$	-
004AA5	13.3	Sandstone Color with brushed metallic instrument panel		$	292.00	$	-
004AA4	13.4	Slate Gray Color with woodgrain instrument panel		$	292.00	$	-
004AA5	13.5	Slate Gray Color with brushed metallic instrument panel		$	292.00	$	-
	13.6	**Premium grade interior trim package includes power window and locks in package**				$	-
004AB1	13.7	Sandstone Color with woodgrain instrument panel		$	1,087.00	$	-
004AB2	13.8	Sandstone Color with brushed metallic instrument panel		$	1,087.00	$	-
004AB1	13.9	Slate Gray Color with woodgrain instrument panel		$	1,087.00	$	-
004AB1	13.10	Slate Gray Color with brushed metallic instrument panel	1	$	1,087.00	$	1,087.00
N6XR2X	13.11	Round universal gauge package	1		STD		
146AA4	13.12	Power window, passenger side		$	158.00	$	-
146AA3	13.13	Power window/both passenger and driver window		$	325.00	$	-

17400N	13.14	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherboard, Handfree interface, Bluetooth	1	STD	
174054	13.15	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherband, Handfree interface, Bluetooth, Sirius/XM Satellite		$ 157.00	$ -
174AA2	13.16	Radio accommodation package includes antenna, power supply and two speakers (No radio)		$ (175.00)	$ -
17400M	13.17	O.E.M factory installed, AM/FM stereo, MP3, Weatherband, Handfree interface, Bluetooth		$ (45.00)	$ -
173AA4	13.18	O.E.M factory installed, air conditioning	1	STD	
	13.19				$ -
PVXZ1X	13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
N6XR2X	13.21	Transmission temp gauges	1	STD	
3CAA1X	13.22	Windshield defroster fan w/switch dash mounted		$ 87.00	$ -
IFXC1X	13.23	Between seats mounted console		$ 308.00	$ -
	13.24	Transmission oil sensor (check & fill)	1	STD	
1WAA1X	13.25	CB hot jacks dash mounted		$ 13.00	$ -
XRXB1X	13.26	Tilt & telescope steering wheel	1	STD	
	13.27				$ -
NPXB1X	13.28	Self canceling turn signals	1	STD	
1960H6	13.29	Bostrom Talladega 915 Hi-Back air driver seat		$ 26.00	$ -
1960S6	13.30	Bostrom Talladega 915 wide ride Hi-Back air driver with 4 chamber air lumbar		$ 181.00	$ -
1960C6	13.31	Bostrom Talladega 915 Hi-Back air driver seat and air lumbar support		$ 137.00	$ -
1960W6	13.32	Air-Sears Atlas 70 hi-back driver seat		$ 246.00	$ -
1960Y6	13.33	Air-Sears Atlas 70 hi-back driver seat "Premium comfort with height adj. Air lumbar		$ 301.00	$ -
1960V6	13.34	Air-Sears Atlas 80 hi-back driver seat 4 chamber air lumbar	1	$ 374.00	$ 374.00
1960L6	13.35	National 2000 hi-back air driver seat - single chamber air lumbar, 2 position front cushion adjustable		$ 104.00	$ -
1960J6	13.36	National 2000 hi-back air driver seat - three chamber air lumbar, 2 position front cushion adjustable front cushion with adjustable rear cushion		$ 199.00	$ -
1970I7	13.37	Mack fixed rider seat mid-back with integral storage compartment		$ 82.00	$ -
1970J7	13.38	Mack fixed rider seat hi-back with integral storage compartment		$ 106.00	$ -
1970D7	13.39	Extended non suspension rider seat with seat belts (2)		$ 101.00	$ -
1970E7	13.40	Mack fixed hi-back rider seat	1	$ 44.00	$ 44.00
1970i7	13.41	Bostrom Talladega 900R mid-back non suspension rider seat		$ 74.00	$ -
1970M7	13.42	Bostrom Talladega 900R hi-back non suspension rider seat		$ 95.00	$ -
1970Q7	13.43	Bostrom Talladega 915 mid back air rider seat		$ 200.00	$ -
1970R7	13.44	Bostrom Talladega 915 hi-back air rider seat		$ 297.00	$ -
1970T7	13.45	Bostrom Talladega 915 hi-back air rider seat with air lumbar		$ 297.00	$ -
1970U7	13.46	National 2000 mid-back air rider seat		$ 214.00	$ -
1970V7	13.47	National 2000 hi-back air rider seat		$ 250.00	$ -
1970C7	13.48	Omit rider seat		$ (40.00)	$ -
3PXA1X	13.49	Inboard mounted driver arm rest	1	$ -	$ -
3PXC1X	13.50			$ -	$ -
4850K5	13.51	Cloth with vinyl driver & rider seat		$ -	$ -
0HAA1X	13.52	Driver seat dust cover	1	$ -	$ -
0HAB1X	13.53			$ -	$ -
4850N5	13.54	All ultra leather drive and ride set		$ 95.00	$ -
5920I2	13.55	Orange driver & rider seat belt		$ 76.00	$ -
D8XC1X	13.56	Light & buzzer for seat belt		$ 35.00	$ -
2QAB1X	13.57	Push button type starter		$ 13.00	$ -
5870D7	13.58	Diagonal grab handle on inside of driver door	1	$ 35.00	$ 35.00

C0J0022	13.59	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD		
PFXB1X	13.60	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		$ 648.00	$	-
PFXC1X	13.61	Roadwatch ambient air temp gauge for outside and road temps without display - includes cable to D panel with 6" extra wire		$ 967.00	$	-
PFXD1X	13.62	Roadwatch ambient air temp gauge for outside and road temps with display on dash panel		$ 1,081.00	$	-
MC	13.63	5lb fire extinguisher between LH seat base and door with valve aimed rearward	1	$ 66.00	$	66.00
MC	13.64	Reflector kit parallel to inside of rider base seat	1	$ 27.00	$	27.00
173AA5	13.65	Air conditioning blend air HVAC with ATC temp regulation		$ 81.00	$	-
173AA6	13.66	Air conditioning blend air HVAC with ATC temp regulation & APADS		$ 226.00	$	-
173AA7	13.67	Air conditioning with air conditioning protection & diagnostic system (APADS)		$ 132.00	$	-
I6AA1X	13.68	Cab cleanout - includes in cab pneumatic line		$ 46.00	$	-
3JAA2X	13.69	40 Channel CB Radio, 10 channel weather		$ 205.00	$	-
73AC1X	13.70	48" Radio antenna right side mirror mounted	1	$ 4.00	$	4.00
5BXB5X	13.71	48"CB Antenna left side mirror mounted	1	$ 38.00	$	38.00
1WAC1X	13.72	CB hot jacks mounted on the dash and in header console		$ 17.00	$	-
5JXAKX	13.73	CB mounting in console & external speakers		$ 107.00	$	-
0LAA1X	13.74	Auto shutoff for radio when truck is in reverse		$ 47.00	$	-
N6XR2X	13.75	Exhaust pyrometer & transmission oil temperature gauges		STD		
N6XR4X	13.76	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges	1	$ 75.00	$	75.00
N6XR5X	13.77	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges, Air Suspension		$ 100.00	$	-
E1AAAX	13.78	Rear Axle temperature gauge	1	$ 91.00	$	91.00
I0XAJX	13.79	Red floor lighting w/switch plus (4) door lamps w/switches	1	$ 103.00	$	103.00
IFXC1X	13.80	Interior storage console mounted on floor between seats w/12 volt power outlet		$ 308.00	$	-
IFXD1X	13.81	Bodybuilder interior console mounted to floor between seats		$ 209.00	$	-

	14.0	**MN/DOT OPTIONS:**				
	14.1	Additional warranty coverage per spec 12.9			$	-
M510B1	14.2	Engine Plan 1 60 months 250,000 miles		$ 1,680.00	$	-
M510F1	14.3	Engine Plan 1 72 months 250,000 miles		$ 2,307.50	$	-
M510G1	14.4	Engine Plan 1 84 months 250,000 miles		$ 2,935.00	$	-
M510N1	14.5	Engine Plan 1 60 months 250,000 miles - HP over 460 horses		$ 2,652.00	$	-
M510R1	14.6	Engine Plan 1 72 months 250,000 miles - HP over 460 horses		$ 3,981.00	$	-
M510S1	14.7	Engine Plan 1 84 months 250,000 miles - HP over 460 horses		$ 5,310.00	$	-
M510Z1	14.8	Engine Plan 2 60 months 250,000 miles		$ 2,826.00	$	-
M51131	14.9	Engine Plan 2 72 months 250,000 miles		$ 4,458.00	$	-
M51141	14.10	Engine Plan 2 84 months 250,000 miles		$ 6,090.00	$	-
M511B1	14.11	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		$ 4,182.00	$	-
M511F1	14.12	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		$ 6,660.00	$	-
511G1	14.13	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		$ 9,138.00	$	-
M53083	14.14	Engine after-treatment systems (EATS) 60 months 250,000 miles		$ 912.00	$	-
M530Y3	14.15	Engine after-treatment systems (EATS) 72 months 250,000 miles		$ 1,560.00	$	-
M531O3	14.16	Engine after-treatment systems (EATS) 84 months 250,000 miles		$ 2,208.00	$	-
M54174	14.17	M-Drive Transmission 48 months 500,000 miles		$ 2,100.00	$	-
M54184	14.18	M-Drive Transmission 60 months 500,000 miles		$ 3,120.00	$	-
M540I4	14.19	M-Drive HD Transmission 48 months 250,000 miles		$ 2,100.00	$	-
M540J4	14.20	M-Drive HD Transmission 60 months 250,000 miles		$ 3,120.00	$	-

M71051	14.21	M-Drive Clutch 48 months 250,000		$	624.00	$	-
M71061	14.22	M-Drive Clutch 60 months 250,000		$	1,032.00	$	-
M560A6	14.23	HVAC (Air Conditioning) 60 months		$	816.00	$	-
M59089	14.24	Starter 60 months 300,000 miles		$	276.00	$	-
M60080	14.25	Alternator 60 months 300,000 miles		$	312.00	$	-
M61071	14.26	Starter & Alternator 60 months 300,000 miles		$	426.00	$	-
	14.27	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		$	1.00	$	-
	14.28	Pilot inspection meeting (per person).		$	900.00	$	-
	15.0	**TRAILER TOW OPTIONS:**					
WHXQ2X	15.1	Trailer tow package extended to rear of frame	1	$	317.00	$	317.00
WHXG6X	15.2	Trailer package extend to rear of frame per Spec 12.12		$	417.00	$	-
321031	15.3	Single 7 pin SAE type, end of frame	1	$	117.00	$	117.00
3210M1	15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		$	158.00	$	-
WGXA1X	15.5	Hand control valve for trailer brakes	1	$	47.00	$	47.00
	16.0	**MANUALS / TRADE-IN INTEREST FEE:**	1				
	16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			N/A		
	16.3	Manuals in CD form, parts repair and service manual		$	-	$	-
	16.4	Premium Tech Tool		$	4,000.00	$	-
	17.0	**Delivery Charges:**					
	17.1	Price per loaded mile Starting Point Roseville, MN 55113		$	2.50	$	-
	18.0	**Maintenance/ Body Shop Labor rates**					
	18.1	Rate for Initial Inspection/Diagnostoce		$	195.00	$	-
	18.2	Rate for Mechanical Work		$	195.00	$	-
	18.3	Rate for Body Work		$	195.00	$	-
	19.0	**Quantity Discounts:** Enter the number of units that must be purchased and the corresponding discount offered to the purchaser. More than one quantity discount may be entered.					
	20	**Next Model Year Upcharges**					
		Enter the following Production Model Year here >>>>>>>>>			2025		
	20.1	Percentage Upcharge for the following Model Year Base Unit	1		3.00%	$	3,305.24
	20.2	Percentage Upcharge for the following Model Year Options	1		3.00%	$	1,187.88

Total Cost: $ 154,263.71

Chisago County Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **8**
Title of Item for Consideration: Temporary Liquor License Request – Almelund Lion's Club	
Action Requested by: Bridgitte Konrad, County Auditor	***Department:*** Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The application is for a 3-Day On-Sale Liquor License for the Almelund Lion's Club for the Threshing Show 8/11/23 – 8/13/23. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Almelund Lion's Club – 8/11/23 – 8/13/23 ***Attachment(s)*:** • License Application for On-Sale Liquor License *(available with Clerk of the Board)*	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day On-Sale Liquor License for the Almelund Lion's Club for the Threshing Show 8/11/23 – 8/13/23. The suggested motion is as follows: ***"Move to approve the License Application for the On-Sale Liquor License for the Almelund Lion's Club for the Threshing Show 8/11/23 – 8/13/23."***	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates. ***Budget/Financial Implications*:** None. ***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay ____	Abstain _____

Budget Adjustment Request 2023

Department Name: Environmental Services
Chisago Lakes Lake Improvement District

Department Head: Kurt Schneider

Reason and description of the proposed change to the Budget:

The purpose of this budget adjustment is to request an additional $19,000 from the fund balance of the LID to be allocated for the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection. The 2023 LID levy remains unchanged with no additions or deletions to the levy. On June 5, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with WSB to carry out the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection, in an amount not to exceed $19,000.00. No direct County levy funds are requested.

	Yes/No
Is this proposed budget change a net expenditure to the county?	Yes
If yes, can other expenditures be cut from this department to offset this net expenditure?	
If a net expenditure, can this change be deferred until next budget year?	

Auditor-Treasurer's comments:

Reviewed by KRW 07.13.23. No comments.

2023 Budget Adjustment

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
Invasive Species	18	618	0000	0000	6840		(19,000)
Total Revenue & (Expenditures)						$0	($19,000)
Net Revenue/ (Expenditure) change vs. 2022 Budget							($19,000)

	YES	No		*dd/mo/yr*
County Administrator approval			Date	
Board approval			Date	

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" 2023 Budget schedule to the department head requesting the change.

lakes center
FOR YOUTH & FAMILIES

2022
ANNUAL REPORT

COUNSELING INTERVENTION ENRICHMENT

TAB #9

FROM OUR CHAIR

WELCOME

In 1976, former Forest Lake Police Chief and former Washington County Sheriff, Jim Trudeau, co-founded Lakes Center for Youth and Families. He had no idea of the community impact this organization would have by assisting youth and families.

While initially founded as an alternative intervention program to keep at-risk youth out of the criminal justice system, Lakes Center for Youth & Families has evolved into assisting youth, adults, and families with our Counseling, Intervention, and Enrichment programs.

Lakes Center for Youth & Families continues their partnerships with local law enforcement agencies, school districts, and local businesses to assist in providing emotional, social and mental health support for individuals of all ages.

As the current Forest Lake Police Chief, I see firsthand how this need is still relevant today, as it was in the 1970's.

Unfortunately, throughout the years, government grants and alternative funding has become increasingly more difficult to obtain for nonprofit organizations, and Lakes Center for Youth & Families is no exception. Funding comes from a variety of sources, including grants, insurance reimbursements, municipalities, civic groups, organizations and businesses, individual donors, contracts, charitable gaming and fundraising events—both financially and as volunteers. All are critical to our financial health and agency success in serving our community.

We ask for your continued support.

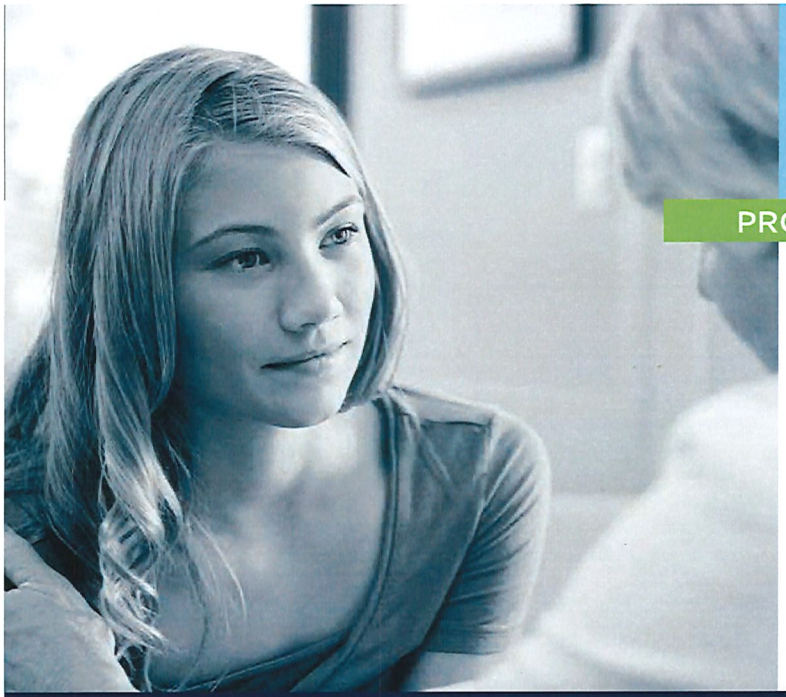
Rick Peterson

Rick Peterson,
Chief of Police, Forest Lake Police Department

"I am proud of how I'm good at being nice and how I'm perfect in my way."

—Intervention participant,
Linwood Elementary School

SERVING OUR COMMUNITIES East Bethel | Forest Lake | Ham Lake | Hugo | Lino Lakes | Marine | May | Scandia | Stacy |



LAKES CENTER FOR YOUTH & FAMILIES

COUNSELING

PROGRAM

We use a collaborative client-centered approach that's designed to meet each client where they are at. Our office provides an inviting comfortable environment, and our therapists use creative strategies and evidence-based approaches to best serve our clients. We provide therapy to people of all ages, striving to equip people with the skills to heal traumas, manage symptoms, reduce stress, and improve their overall quality of life.

Our services include individualized treatment for mental, emotional, physical, and behavioral concerns; addressing symptoms of depression, anxiety, mood disorders, personality disorders, trauma/PTSD, grief and loss, addiction, attachment difficulties, family conflict, and parenting.

INDIVIDUAL THERAPY | FAMILY THERAPY | GROUP THERAPY | COUPLES THERAPY | SCHOOL-BASED MENTAL HEALTH | EMDR

Chisago County

Anoka County

OUR IMPACT:
OVER
166 CLIENTS
AND
2,400 SESSIONS

Washington County

And More!

"Therapy helped my daughter. She took something away from the experience, whether she realizes it or not."

—Counseling client parent

| Wyoming | Chisago City | Lindstrom | Taylors Falls | Shafer | Rush City | Harris | Center City | North Branch | Columbus + More!

LAKES CENTER FOR YOUTH & FAMILIES

INTERVENTION

PROGRAM

Our Intervention Program works in partnership with parents, schools, and the justice system to develop healthy, positive decision-making skills and interrupt harmful behavior patterns.

Our staff helps youth who are involved in higher-risk behavior understand that they are responsible for the outcomes of their decisions and empower them to make better choices. By using programs designed to reduce problem behaviors, our intervention programs help individuals gain vital development skills that lead to healthier relationships, better decision making, and a deeper connectedness with family and community.

We believe the advice, guidance, and involvement of parents and guardians is essential for a youth's success in life. Through parent/guardian involvement in this program, positive values are reinforced and integrated into daily life.

OUR IMPACT:
OVER
180 CLIENTS
AND
380 SESSIONS

PLUS

NEARLY 300 STUDENTS AT LINWOOD ELEMENTARY WHERE WE PROVIDED A VARIETY OF INDIVIDUAL, SMALL GROUP, AND CLASSROOM PROGRAMS.

PROGRAMS: GENERAL ASSESSMENT | TEEN INTERVENE | 12 & UNDER | CHEMICAL AWARENESS CLASS
NICOTINE CLASS | CHOICE & CONSEQUENCE CLASS | INDEPTH | TRUANCY PARENTING CLASS | IN-SCHOOL PREVENTION

LAKES CENTER FOR YOUTH & FAMILIES

ENRICHMENT

PROGRAM

Preparing youth for their future through out-of-school time programs will be the foundation for your child's success through Lake Center's Enrichment programs. Our team hosts multiple types of programs throughout the year.

Programs we offer include **YOUTH FIRST**, developed for kids grades 4-6 in Chisago County and offered after school and in the summer. Kids can join this program at their elementary school. Topics include learning about refusal skills, positive decision making, as well as exciting presenters such as the K-9 Unit and EMS.

At our **FOREST LAKE AREA SAFETY CAMP**, children entering 3-5th grade have the opportunity to experience and learn about a variety of safety issues. From first aid, EMS, bike safety with the FLPD, and special presenters, this is a fun and exciting way for children to practice safety.

YOUTH FIRST
PARTICIPANTS CLAIM

78%

"HELPED ME BE A BETTER FRIEND AND PLAN AHEAD [TO] MAKE GOOD CHOICES."

OUR IMPACT:
OVER
120 CLIENTS
AND
1,100 SESSIONS

"I'm really shy, but the Youth First teachers let me be their helper. Being able to help them helps me."

—Youth First program participant

SCHOOLCHILDREN

FINANCIAL SUMMARY

CALCULATE

lakes center
FOR YOUTH & FAMILIES

Lakes Center for Youth & Families is committed to strong fiscal health and transparency. The financial summary below is unaudited at the time of publishing this report. The financial audit conducted by Harrington Langer & Associates will be available online at www.lc4yf.org when it is completed.

BALANCE SHEET
YEAR ENDING DECEMBER 31, 2022

Assets	
Current Assets	$333,320.86
Fixed Assets	$308,197.50
Total Assets	**$641,518.36**
Liabilities & Equity	
Current Liabilities	$30,410.80
Equity	$611,107.56
Total Liabilities & Equity	**$641,518.36**

STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDING DECEMBER 31, 2022

Total Expenses by Function	
Counseling	$497,870 .91
Enrichment	$178,482.03
Intervention	$169,088.23
Total Program Services	**$845,441 .17**
General and Administrative	$37,575 .16
Fundraising and Development	$56,362.74
Total General and Administrative, Fundraising and Development	**$93,937.90**
Total Expenses	**$939,379.07**

"The mission of Lakes Center for Youth & Families is to ensure the success of youth, adults, and families through programming to meet the ever-changing needs of our community".

BOARD OF DIRECTORS (as of December 31, 2022)

EXECUTIVE COMMITTEE
Chair – **Rick Peterson**, Forest Lake Police Department, Chief of Police
Chair-elect – **Renee Wagner**, Xcel Energy Director
Treasurer – **Jim Gillach**, Associate Principal, Chisago Lakes School District
Secretary - **Keriann Hallberg** – Community Member
Immediate Past Chair - **Jim Schoppenhorst** – Retired Business Executive

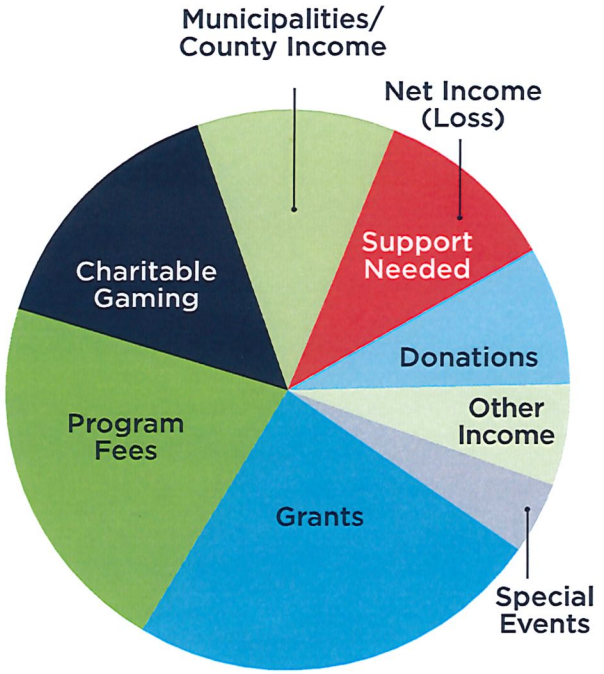
OFFICERS
Mike Aschenbrenner, Chief of Police, Retired
Neil Bauer, Wyoming Public Safety Director, Police Chief
Joe Kryschyshen, Retired Probation Officer, Washington County
Kathy Lillis, Self Employed – Realtor, Gambling Manager for LC4YF
Katie Malchow, Executive Director, Chisago Lakes Chamber of Commerce
Steve Massey, Superintendent, Forest Lake Area Schools

2022 LAKES CENTER GENDER DATA*
*DOES NOT INCLUDE LINWOOD CLIENTS

41% MALE
37% FEMALE
1% TRANSGENDER
21% (OPTED TO NOT DISCLOSE)

INCOME STATEMENT
YEAR ENDING DECEMBER 31, 2022

Income	
Grants	$200,742.35
Charitable Gaming	$141,043.21
Special Events	$34,294.88
Program Fees	$224,911.19
Municipalities/County Income	$100,926.84
Donations	$72,481.86
Other Income	$57,567.44
Total Income	**$831,967.77**
Total Expenses	**$939,379.07**
Net Income (Loss)	**$(107,411.30)**



Gretchen Mattson, Principal, Forest Lake Area Schools
Kelly (Trudeau) Novak, Founder/President, Perspective Communications
Jennifer Richert, Dean of Community, Lakes International Language Academy
Angelique Sloan, Gambling Specialist for LC4YF
Dan Starry, Washington County Sheriff
Brandon Thyen, Chisago County Sheriff
LeeAnn Weigt, Vice-President, Olson's Sewer Service, Inc. and Olson's Excavating Service

HONORARY MEMBER
Fran Miron, Washington County Commissioner

LC4YF would like to acknowledge Brett Carlson from North Branch Public Schools and Early Learning & Community Education who served as a dedicated board member since October 2016. Brett passed away in November 2022 and will be dearly missed.

2022 KEY EMPLOYEES (as of 12/31/2022)
Linda M. Madsen
Jenna Jones
Jamie Prettner
Rebecca Bowers
Carrie Niles
Jenny Birkholz
Lea Morey-Finstrom
Sarah Curtis
Emily Tatum
Emma Norwood
Linda Pasicznyk
Kathy Lillis
Angelique Sloan

THANK YOU.

Lakes Center for Youth & Families is grateful to our donors and generous support of our communities.

$10,000+

Individual

Jim & Nancy Schoppenhorst
In Memory of Austin Roth, Lidstad Family Fund

Grants | Contracts | Partnerships

Anoka County Children and Family Council
Chisago County
City of Forest Lake
City of Hugo
Hardenbergh Foundation
Mytech Partners
MN Department of Public Safety's Office of Justice Programs
Otto Bremer Trust
Running Aces Casino, Hotel, & Racetrack
Washington County

$5,000-$9,999

Individual

Renee & Jeff Wagner

Business | Organizations | Civic Groups

Hallberg Family Foundation

Grants | Contracts | Partnerships

Allina Health
City of Scandia

SCAN HERE TO DONATE

$1,000-$4,999

Individual

Dale & LeeAnn Weigt
Doug & Stephanie Stolt
In Memory of James R. Trudeau, Carol Trudeau
Jerry & Connie Hendrickson
Jesse & Shauna Johnson
Myron & Bea Zaruba
Nancy Hebrink
Oscar & Val Carlson
Richard & Colleen Peterson
Richard & Erin Gross
Tim Klinkhammer & Linda Madsen

Business | Organizations | Civic Groups

Bell Bank
Chelsea Erickson, LaBelle Real Estate Group
Community Helping Hand
Connexus Energy
Fairview Health Services
First State Bank of Wyoming
Forest Lake Masonic Lodge
Leif Erickson - Thrivent
Minnesota Masonic Charities
Olson's Sewer Service, Inc. and Olson's Excavating Service
Thrivent
U.S. Bank Foundation
Wealth Management Midwest, LLC
Wyoming United Methodist Church

Grants | Contracts | Partnerships

City of Chisago City
City of Lindstrom
City of Wyoming
Edina Realty Foundation
Midco Foundation
St. Croix Valley Foundation
Township of May
Walmart

$500-$999

Individual

Duane & Edith Rasmussen
Jamie Prettner
Janet Palmer
Joe Gmitter
Lloyd & Jeanette Jones
Michael & Mary Aschenbrener
Neil & Natalie Bauer
Nicole Kaiser
Richard & Sally Freese
Ronald & Kathy Bystrom
Steve & Kate Massey
Steven & Patricia Saunders
In Memory of Betty Lamppa: Kristin Lamppa, Leslie Baker Lake, Jane Reed, Marguerite Baker, Karen Koivisto, Mary Ann Setnicker, Sharell Babin, & Lost Chord Club of St. Paul

Business | Organizations | Civic Groups

Empire Insurance Group, Inc
Kwik Trip, Inc.
LPL Financial
MidWestOne Bank
Minnco Foundation
Perspective Communications
Plastic Products Co., Inc.
Uncommon Loon Brewing Company

LC4YF appreciates everyone's financial support and in-kind contributions. For a full list of LC4YF Donations and Supporters, please see our website. Every effort has been made to ensure the accuracy of this list. If we have made an error, please contact us at 651-464-3685.

GUIDESTAR GOLD TRANSPARENCY 2021

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Participation and Demographic Summary

Enrichment, Intervention and Counseling

2022

2022 Counseling Data

Client Count	Session Count
166	2,446

Age	
0-5	Less than 5
6-10	40
11-15	57
16-20	24
21-25	7
26-30	Less than 5
31-35	6
36-40	12
41-45	7
46-50	Less than 5
50+	8

Race	
American Indian or Alaskan Native	Less than 5
Asian	Less than 5
Black or African American	6
Hispanic or Latino	Less than 5
White or Caucasian	66
Unknown / Opted to Not Disclose	88

Gender	
Male	21
Female	53
Transgender	Less than 5
Genderqueer	Less than 5
Opted to Not Disclose	91

City	
Anoka	Less than 5
Blaine	Less than 5
Cedar	Less than 5
Center City	Less than 5
Chisago City	5
Columbus	Less than 5
Cottage Grove	Less than 5
East Bethel	Less than 5
Forest Lake	72
Golden Valley	Less than 5
Ham Lake	Less than 5
Hugo	5
Lexington	Less than 5
Lino Lakes	Less than 5
Mounds View	Less than 5
North Branch	Less than 5
Rush City	Less than 5
St. Paul	Less than 5
Scandia	12
Shafer	Less than 5
Stacy	19
Stillwater	Less than 5
Wyoming	30

County	
Anoka County	28
Chisago County	40
Ramsey County	5
Washington County	93

2022 Intervention Data

Client Count	Session Count
188	383

Referral Source	
Chisago County	59
Washington County	46
Forest Lake Police Department	61
Other	22

Age	
10-12	7
13-15	95
16-18	75
Over 18	11

Race	
American Indian or Alaskan Native	Less than 5
Asian	Less than 5
Black or African American	8
Multiracial	10
White or Caucasian	136
Unknown / Opted to Not Disclose	27

Gender	
Male	118
Female	61
Opted to Not Disclose	9

City	
Cambridge	Less than 5
Center City	Less than 5
Chisago City	Less than 5
Columbus	Less than 5
Dellwood	Less than 5
East Bethel	Less than 5
Forest Lake	77
Grant	Less than 5
Harris	Less than 5
Hugo	15
Lindstrom	8
Linwood	Less than 5
Marine on St. Croix	Less than 5
North Branch	13
Rush City	5
Scandia	Less than 5
Stacy	15
Taylor's Falls	Less than 5
Wyoming	35

County	
Anoka County	24
Chisago County	64
Isanti County	Less than 5
Scott County	Less than 5
Washington County	97

2022 Enrichment Data

Client Count	Session Count
121	1,108

Age	
0-5	Less than 5
6-8	17
9-11	98
12-14	4
14+	Less than 5

Race	
Multiracial	7
White or Caucasian	101
Opted to Not Disclose	13

Gender	
Male	58
Female	63

City	
Center City	Less than 5
Chisago City	5
Columbus	Less than 5
Forest Lake	22
Ham Lake	Less than 5
Harris	8
Hugo	9
Lindstrom	9
Lino Lakes	Less than 5
North Branch	27
Rush City	14
Shafer	Less than 5
Stacy	Less than 5
Stanchfield	Less than 5
Taylor's Falls	5
Wyoming	Less than 5

County	
Anoka County	6
Chisago County	79
Isanti County	Less than 5
Washington County	35

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FOR YOUTH & FAMILIES
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Officers and Board Members
March 2023 – March 2026

Officers

March 2023 – March 2024

- Chair – Rick Peterson – Forest Lake Police Department, Chief of Police
- Chair-elect – Renee Wagner – Xcel Energy Director
- Treasurer – Jim Schoppenhorst, Retired business Executive, March – September 2022; Jim Gillach, Associate Principal, Chisago Lakes School District, September 2022 through 2024
- Secretary - Keriann Hallberg – Community Member
- Immediate Past Chair - Jim Schoppenhorst – Retired Business Executive

March 2024 – March 2026

- Chair – Renee Wagner – Xcel Energy Director
- Chair-elect –
- Treasurer –
- Secretary -
- Immediate Past Chair - Rick Peterson – Forest Lake Police Department, Chief of Police

Board of Directors

March 2021 – March 2024

- Renee Wagner – Xcel Energy Director
- Rick Peterson - Forest Lake Police Department, Chief of Police
- Katie Malchow – Executive Director of Chisago Lakes Chamber of Commerce
- Dan Starry – Washington County Sheriff

March 2022 – 2025

- Jim Gillach – Associate Principal, Chisago Lakes School District
- Brandon Thyen – Chisago County Sheriff
- Kathy Lillis – Self Employed – Realtor, Gambling Manager for LC4Yf
- Steve Massey – Superintendent, Forest Lake Area Schools
- Neil Bauer, Wyoming Public Safety Director, Police Chief
- LeeAnn Weigt – Vice-President, Olson's Sewer Service and Olson's Excavating Service
- Gretchen Mattson – Principal, Forest Lake Area Schools
- Jennifer Richert – Dean of Community, Lakes International Language Academy
- Angelique Sloan – Gambling Manager for LC4YF

March 2023 – March 2026

- Joe Kryschyshen – Retired Probation Officer, Washington County
- Mike Aschenbrener – Chief of Police, Retired
- Kelly (Trudeau) Novak – Founder and President, Perspective Communications
- Keriann Hallberg – Community Member
- Jim Schoppenhorst – Retired Business Executive

Honorary Members

Fran Miron – Washington County Commissioner

TAB #10

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: May 10, 2023
Re: **July 19, 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 June 21, 2023, Board meeting.

Action Items:

1. Receive Directors Report
2. DNR Joint Powers Agreement - Nonnative Phragmites Treatment
3. CLLID Carp Study and Data Collection Agreement
4. John and Janet Swanson and Milo Horak Blue Ribbon Tree Farm Preliminary Plat
5. Becky Meyer & Loyd Meyer Interim Use Permit – Pet Boarding and Daycare Commercial Kennel

Informational Item(s):

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

1. Property owner Trisha Donelon and applicant Tim Donelon are requesting Variances to Zoning Ordinance Section 5.15 and Shoreland Management Ordinance Section 5.21 in order to replace and expand a dwelling and deck closer to the township road Right-of-Way and Ordinary High Water Level (OHWL) than required in the Rural Residential I (RRI) District / Shoreland Management District. The .25± acre subject site is located at 49725 Afton Avenue in Nessel Township, S28, T37, R22 (PID 06.00751.00).
2. Property owners Patty Jo Hagen and Steven Hagen are requesting a Variance to Shoreland Management Ordinance Section 5.52 in order to exceed the maximum allowable amount of impervious surface coverage in the Shoreland Management District. The .42± acre subject site is located at 51040 Rush Lake Way in Nessel Township, S14, T37, R22 (PID 06.01183.00).

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, August 3rd at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for August 2nd 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 Make Properties, LLC, and Mark & Carrie Rand, represented by applicant Keith Koecher, are seeking approval of the Preliminary Plat of Make Properties involving the creation of one lot and the replatting of one lot with a total of two lots included in the proposed plat. The 29.44± acre subject area is zoned Agricultural (AG) District and the subject sites are located at 1127 Stark Road / CSAH 10 and 1225 Stark Road / CSAH 10 in Fish Lake Township, S28, T36, R22 (PIDs 03.00440.00 and 03.00440.01).

2. *Continued* - Property owner Boozhoo Coffee & Café, LLC and applicant Joe Beaulieu are seeking approval of a Conditional Use Permit (CUP) allowing a Drive-Through Business and an Accessory Residential Unit in the Rural Village Center (RVC) District. The .92± acre subject property is located at 2340 Stark Road / CSAH 10 in Fish Lake Township, S26, T36, R22 (PID 03.00385.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru June 30, 2023, is $398,082 or 48% of projected 2023 revenue. General construction permit activity for June YTD is summarized on the attached table.

Hiring process for the addition of a 3rd building inspector is complete. Inspector Matt Evans started working with the county on July 10th. We look forward to integrating Matt into our high-volume activity and to the positive service model improvements the additional assistance will provide.

A Tyler Implementation Manger for Chisago County's development of Tyler Technologies online enterprise permitting and licensing (EP&L) https://www.tylertech.com/products/enterprise-permitting-licensing/enterprise-community-development has been established and is proceeding in its early stages. Implementation is expected to be a 9-to-12-month process resulting in a complete modernization of countywide permitting and inspection tools. The use of Tyler will integrate seamlessly with the appraisal and CAMA technology transitions also occurring via the Assessor's Office and we look forward to a lot of hard work and success as implementation begins. Thank you to Enterprise Services and their continued IT support as we move forward.

The new HHW Recycle Yard ribbon cutting on June 23rd was a success! Many thanks to our local newspaper coverage and to Jack Doepke of Chisago Lakes Public Television (CLTV) for a well-produced 13 minute educational and promotional You-Tube video link at: https://youtu.be/kNQQQxYOPvk . The first day of full operation of the recycle yard occurred the following Monday June 26th. It turned out to be the BUSIEST DAY EVER at the HHW Facility, with the previous record of visits exceeded by 30%! Most residents using the facility had mixed loads with some combination of HHW, sharps, plastic film, or single sort recycling to drop off, and expressed appreciation that the County was now offering this recycle service.

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

Building Summar: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commerical		Multi-Family		Septic Systems		Septic Certifications	
	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD
Amador	-	1	3	18	-	4	1	1	1	3	-	-	1	1	3	8
Chisago Lake	1	1	15	47	6	27	5	13	-	-	-	-	6	7	17	29
Fish Lake	-	2	18	48	1	10	1	5	-	1	-	-	-	3	11	22
Franconia	2	3	2	20	4	12	1	6	-	-	-	-	3	4	3	7
Lent	1	3	10	30	2	14	2	5	-	-	-	-	2	4	6	11
Nessel	1	1	9	36	2	9	4	8	-	1	-	-	4	6	8	17
Rushseba	-	1	2	6	-	4	1	2	1	1	-	-	-	1	1	4
Shafer	-	3	2	15	1	3	1	3	-	-	-	-	-	-	4	8
Sunrise	2	5	5	26	3	8	2	8	3	3	-	-	4	7	9	11
Center City	-	3	4	11	1	4	-	-	3	5	-	-	-	-	-	-
Chisago City	2	2	12	42	13	46	4	6	-	5	-	-	2	4	4	10
City of Harris	-	5	3	9	1	3	1	2	-	1	-	-	1	1	3	4
City of Lindstrom	2	5	16	56	8	29	2	3	2	7	-	-	-	-	-	-
Rush City	-	-	6	16	-	6	1	2	2	4	-	-	-	-	-	-
City of Shafer	-	-	3	9	-	-	-	-	-	-	-	-	-	-	-	-
City of Stacy	-	-	5	13	4	13	1	4	1	6	-	-	-	-	1	3
City of Taylors Falls	-	-	6	21	2	6	-	-	-	-	-	-	1	1	1	1
Totals:	**11**	**35**	**121**	**423**	**48**	**198**	**27**	**68**	**13**	**37**	**-**	**-**	**24**	**39**	**71**	**135**
*City of Stacy tracking began January 1, 2023																

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
July 6, 2023

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

Staff Present: Beth Gervais, Land Services Coordinator; and Nadia Broome, Support Specialist.

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Dave Whitney, Chris DuBose, Eric Leivian, Chip Yeager, James McCarthy, John Sutcliffe, and Jolene Wille. Absent: None. A quorum was established with all members present.

Approval of Agenda – ***Motion*** by John Sutcliffe to approve the agenda as presented; second by Jolene Wille. **Motion passed** 7-0.

Approval of Minutes – ***Motion*** by Chris DuBose to approve the June 1, 2023 Regular Meeting minutes as presented; second by Eric Leivian. **Motion passed** 7-0. ***Motion*** by Jolene Wille to approve the June 15, 2023 Special Work Session minutes as presented; second by Eric Leivian. **Motion passed** 7-0.

Receive all Materials and Submittals into Record - *Motion* by Dave Whitney to accept all materials and submittals into the record, including additional information submitted by applicants Becky Meyer and Bill Lloyd on July 5, 2023; second by Jolene Wille. **Motion passed** 6-0-1. Abstained: Eric Leivian. Materials distributed to the Planning Commission in advance of the meeting for their review included: staff reports with attachments for agenda item 6a, 6b, and 7a and additional information submitted by applicants Becky Meyer and Bill Lloyd on July 5, 2023. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications
Becky Meyer & Bill Lloyd – Eric Leivian recused himself being that he was an adjacent landowner and because he had submitted written comments about the request to the Planning Commission. Coordinator Gervais provided a brief background on the request for approval of an Interim Use Permit (IUP) for a Commercial Kennel at 12690 St. Croix Trail / TH 95 in Sunrise Township. Gervais explained that the 37.05± acre property was zoned Agricultural (AG) District / Sunrise River Overlay (SO) District and was developed with a dwelling, multiple detached accessory structures, and large hard surfaced areas for parking. Surrounding properties ranged in size from five to 82 acres and were used for residential and/or agricultural purposes.

Gervais further explained that the property owners were requesting approval to open and operate a pet boarding and daycare facility, to be known as Birch Bark Boarding. The property owners intended to use an existing 36’ x 80’ pole building as the boarding shed. The interior would be insulated and the dog kennel areas would be finished with a fiber reinforced plastic; the insulation was reported to reduce the sound of dog barking from inside to outside by 50 decibels. Existing and added landscaping would also be used to mitigate noise. Electric heating units were proposed to be suspended from the ceiling. Each kennel would be large enough for a raised bed, food and water dishes, and a small play area. Gervais clarified that the facility was not intended to be operated as a grooming business or a dog /animal

breeding facility, nor would the facility operate as a shelter or rescue organization. There would be 10 – 8’ x 8’ dog suites that would each have the ability to house up to three dogs from a single household. The business would be open to cats and other small animals, including rabbits, guinea pigs, and other small mammals; however, the application materials did not clarify where these small animals would be boarded. The proposed maximum number of animals to be boarded at any given time was 30. The proposed facility would operate 24 hours a day, seven days a week, with pet daycare hours being from 7:00 am to 7:00 pm. The property owners proposed to operate the business themselves and with the assistance of one additional part-time employee. In addition to a 20’ x 40’ indoor play area, there would be a 90’ x 150’ outdoor play area located immediately east of the boarding shed. The outdoor play area would be enclosed by a 6’ tall fence, with the fence reinforced against digging by installing turf reinforcement mesh. Dogs not able to play in the fenced enclosure would be walked by leash around the property. Animal waste would be composted as per United Stated Department of Agriculture (USDA) / Natural Resources Conservation Service (NRCS) research. The driveway and parking area were surfaced with asphalt, and the parking area was reported to accommodate 30 vehicles.

The Technical Review Committee met on June 14, 2023 and no concerns were identified. The Sunrise Town Board met on June 15, 2023 and recommended approval with no conditions. The 60-day review period was scheduled to expire on August 1, 2023. Coordinator Gervais concluded by stating that, despite one adjacent property owner expressing concern with noise resulting from the proposed use, staff believed the proposed IUP complied with and was consistent with the intent of the Chisago County Zoning Ordinance and that noise could be mitigated with implementation of noise reducing measures, including the retention of existing landscaping materials, the planting of additional landscaping materials, the installation of soundproofing insulation, and the implementation of quiet hours. Staff recommended approval of the request with draft Findings of Fact and conditions.

Chair Yeager invited the applicants to address the Planning Commission. Property owners / applicants Becky Meyer and Bill Lloyd stepped forward. Chair Yeager asked if they had anything to add. Meyer stated they had conducted and provided results of a sound study, as they were taking the concerns of noise seriously. She also stated, at the time of application, they were only considering hiring one employee, however, they now believed more employees would be necessary. Lloyd reviewed details of the sound study at length. Chair Yeager asked the Planning Commission if they had any questions or comments for the applicants. Jim McCarthy sought clarification from the applicants on conditions related to the sound study; Lloyd provided detail about weather conditions as requested and offered to show video files of the sound study to the Planning Commission. The Commission did not choose to view the video files. John Sutcliffe sought clarification on the number of animals to be boarded in the house; Meyer responded that boarding in the house would be limited to small animals (not dogs) and she estimated the maximum number to be approximately six. Chair Yeager inquired if a back-up generator would be used to ensure heat was provided in the boarding shed in case of an electrical outage; Meyer responded that they had investigated use of a generator but had not yet purchased a generator. Chair Yeager then sought clarification on the proposed composting of animal waste; Meyer explained that they would use a three-container system and shared details of the composting process. Chair Yeager asked if the composted material would be used on the property or otherwise removed from the property; Meyer explained that they would use all composted material on site for fertilizer. Chair Yeager asked if composting was a viable option in winter months; Meyer explained that animal waste would be added to the composting containers but the actual break down of materials would not take place until warmer weather conditions returned.

Chair Yeager opened the public hearing and sought comment. **Jeske Noordergraaf** of Sunrise Township stepped forward and inquired what the applicants intended to do in summer months when the weather was warm. The applicants responded that they would utilize air conditioners in the boarding shed; and, Chair Yeager commented that the proposal indicated that they would open doors and windows to allow for air circulation. With no other comments, ***motion*** by Chris DuBose to close the public hearing and acknowledged receipt of written comments from Eric & Tara Leivian; second by Jolene Wille. **Motion passed** 6-0.

Chair Yeager asked the Planning Commission if they had any additional questions or comments. Jim McCarthy explained that he had visited the site and he was concerned about the driveway location. McCarthy clarified that he was concerned about the proper site distance for stopping and he requested that the County Engineer double check this issue. Gervais responded that the County Engineer had reviewed the proposal and did not identify any concerns. McCarthy requested that the County Engineer double check this concern. Chris DuBose expressed concern with the number of dogs on site at any given time and suggested reducing the maximum allowable number of dogs. DuBose also acknowledged and commented on the applicants' request to increase the number of employees and allow for additional landscaping materials to be planted by June 1, 2024. On the topic of employees, Lloyd sought clarification on whether the number of employees referred to the number on payroll or the number on site at any given time; DuBose responded that it would not be his intention to limit the number of employees on payroll, only the number of employees on site at any given time.

Motion by Chris DuBose to amend recommended condition no. 1 allowing a maximum of 20 boarded dogs at any given time and a maximum of 30 boarded animals at any given time; second by Jolene Wille. **Motioned passed** 6-0. ***Motion*** by Chris DuBose to amend recommended condition no. 9 allowing up to two additional employees on site at any given time; second by John Sutcliffe. **Motion passed** 6-0. ***Motion*** by Chris DuBose to amend recommended condition no. 8 allowing the installation of additional landscaping materials to be complete by June 1, 2024; second by Jolene Wille. **Motion passed** 6-0. ***Motion*** by Jim McCarthy to amend recommended condition no. 6 requiring that outdoor time be limited to dogs from one kennel at a time, and requiring that the boarding shed be both heated and cooled and the opening or doors and/or windows for ventilation be prohibited; second by Dave Whitney. **Motion passed** 4-2 (Ayes – Sutcliffe, McCarthy, Chair Yeager, and Whitney; Nays – DuBose and Wille). ***Motion*** by Chair Chip Yeager to amend recommended condition no.5 requiring that animal waste be disposed of on the subject property; second Jim McCarthy. **Motion passed** 6-0.

Motion by Jim McCarthy to approve Resolution PC2023-0701, a resolution recommending approval of an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township, with Findings of Fact as presented and with conditions as amended; second by Dave Whitney. **Motion passed** 6-0.

Amended Conditions:

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) ~~dogs~~ boarded animals at any given time ~~and small mammals~~ - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any

domestic pets owned or otherwise kept by the permit holder.

2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner <u>on the property</u> so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   <u>Outdoor activity in the fenced enclosure is limited to one dog or one family of dogs from a single kennel at any given time.</u>
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe ‘n’ Sound, or equivalent, soundproofing insulation.
   b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
   c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. <u>The plantings shall be installed by June 1, 2024.</u>
   d. The required fence ~~/ wall and plantings~~ shall be installed prior to any boarding of animals.
   e. The permit holder shall implement “quiet hours” in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
   f. <u>The boarding shed shall be both heated and cooled. Open air ventilation (i.e., opening of doors and/or windows) shall be prohibited.</u>
9. The permit holder may employ up to ~~one~~ <u>two</u> additional employee<u>s to be present at any given time</u>.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.

DRAFT

11. 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.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

John & Janet Swanson and Milo Horak – Coordinator Gervais provided a brief background on the request for approval of the Preliminary Plat of Blue Ribbon Tree Farm, involving the creation of two lots from a 26.4± acre tract of land located north of 400th Street and south of 410th Street in Sunrise Township. Gervais explained that the original Preliminary Plat drawing showed dedication of Right-of-Way for the creation of 405th Street North at the southern boundary of the proposed plat, and that this was eliminated by the applicant based on recommendation by the Sunrise Township Planning Commission and Town Board. Gervais added that both proposed parcels complied with the Agricultural (AG) District dimensional standards.

The Technical Review Committee met on June 14, 2023 and no concerns were identified, other than the County Engineer commenting that access permits would be required. The Sunrise Town Board met on June 15, 2023 and recommended approval of the revised Preliminary Plat with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on September 30, 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 staff recommended approval with conditions.

Chair Yeager invited the applicants to address the Planning Commission. Property owner Janet Swanson and applicant Milo Horak came forward but did not offer any additional information. Chair Yeager asked the Planning Commission if they had any questions or comments for the applicants; there were none.

Chair Yeager opened the public hearing and sought comment. No members of the audience were present to speak to this request. ***Motion*** by Chris DuBose to close the public hearing; second by John Sutcliffe. **Motion passed** 7-0.

Motion by Chris DuBose to approve Resolution PC2023-0702, a resolution recommending approval of the Preliminary Plat of Blue Ribbon Tree Farm, as presented; second by Jolene Wille. **Motion passed** 7-0.

Conditions:

1. The Preliminary Plat of Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Public Hearings – Continued Hearings

Boozhoo Coffee & Café, LLC and Joe Beaulieu - Coordinator Gervais provided a brief background and update on the request for approval of a Conditional Use Permit (CUP) allowing a Drive-Through Business and an Accessory Residential Unit on property located at 2340 Stark Road / CSAH 10 in Fish Lake Township. Coordinator Gervais shared that staff had prepared and provided a written notice to the applicant, following the Planning Commission's June 1, 2023 meeting, explaining that the Planning Commission had taken action to continue the public hearing to July 6, 2023, extended the 60-day review period by an additional 60 days, and directed the applicant to provide specific updated application materials. Gervais added that the applicant was instructed to provide the updated materials to Environmental Services staff by June 26, 2023. Gervais stated that no materials were received prior to the July 6, 2023 meeting nor did the applicant contact staff until the morning of July 6, 2023. Without the benefit of updated materials, staff suggested that the Planning Commission consider either tabling the request one additional month for submission of the additional requested supporting materials or making a recommendation for the County Board's consideration.

Chair Yeager invited the applicant to address the Planning Commission. Joe Beaulieu came forward and shared that, due to personal issues, he was not able to produce the required materials and he asked the Commission to table the request one additional month. Jolene Wille inquired if the applicant believed one additional month would be sufficient for producing and submitting the materials; Beaulieu affirmed that one month would be sufficient.

Motion by Chris DuBose to close public hearing; second by Jim McCarthy. **Motion passed** 7-0.

Motion by Jolene Wille to table the request for CUP to August 3, 2023 allowing time for submission of materials pursuant to the Planning Commission's June 1, 2023 motion; second by John Sutcliffe. **Motion passed** 7-0.

Old Business – None

New Business – None

Communications and Reports – County Board Liaison Greene commented that the closing of the public hearing for Boozhoo Coffee & Café may have been premature given that new materials would be submitted and the public would not have opportunity to comment on those materials. Coordinator

Gervais suggested that the Planning Commission Chair may have discretion in accepting written comments from the public. Commissioner Greene shared that the County Board had recently received a presentation regarding the proposed relocation of the Chisago County Fair Grounds and that the decision was not the County Board's to make.

Miscellaneous – None

Adjourn Meeting – ***Motion*** by Chris DuBose to adjourn the meeting; second by Jolene Wille. **Motion passed** 7-0. The meeting was adjourned at 8:05 p.m.

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

DRAFT

Chisago County Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **11**
Title of Item for Consideration: Becky Meyer & Bill Lloyd Interim Use Permit – Pet Boarding and Daycare Commercial Kennel	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Property owners Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding and day care on this 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00).

At their meeting of July 6, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (6-0 with1 abstention) of the Interim Use Permit with conditions, per Resolution No. PC2023-0701. 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 August 1, 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;
- Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

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

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

Attachments:

- Draft Resolution of Approval 23/0719-___

- 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 Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding and day care on this 37.05± acre property at 12690 St. Croix Trail / TH 95 in Sunrise Township. The following is the suggested language for the motion:

"Move to Approve Resolution No. 23/0719_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding and day care on this 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00)."

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

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the 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 _____

RESOLUTION NO. PC2023-0701

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

WHEREAS, Becky Meyer and William (Bill) Lloyd, property owners, submitted an application dated received May 30, 2023 and considered complete on June 2, 2023 for an Interim Use Permit allowing a Commercial Kennel for pet boarding and day care on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township; and

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

WHEREAS, the subject site is 37.05± acres in size and legally described as:

PID 09.00168.00

The Southeast Quarter of the Southwest Quarter of Section 16, Township 35, Range 20, Chisago County, Minnesota EXCEPT that part described as follows:

Beginning at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 49 minutes 51 seconds East, assumed bearing along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 600.42 feet; thence North 89 degrees 50 minutes 58 seconds West, a distance of 146.00 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 179.33 feet; thence South 42 degrees 31 minutes 00 seconds West, a distance of 231.55 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 250.00 feet to the South line of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 50 minutes 58 seconds East, along said South line, a distance of 300.00 feet to the Point of Beginning.

WHEREAS, notice was provided and on July 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant(s) and/or property owner(s), 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, it does identify as an economic development goal that "The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district." The Chisago County Zoning Ordinance provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *The proposed Commercial Kennel will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 345' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure (boarding shed) and a 90' x 150' enclosed outdoor play area. After reviewing the application materials and the Planning Commission having conducted a site visit on July 5, 2023, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Commercial Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Commercial Kennel is located on a property immediately adjacent to a well-established, well-maintained, and highly traveled State highway (TH 95) with an unobstructed line of site from the end of the driveway to the west and east, the County finds that the proposed use will not cause an appreciable increase in traffic levels or traffic hazards / congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received comments from at least one adjacent property owner expressing concerns about potential noise pollution. The County finds that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) ~~dogs~~ boarded animals at any given time ~~and small mammals~~ - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   Outdoor activity in the fenced enclosure is limited to one dog or one family of dogs from a single kennel at any given time.
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe ‘n’ Sound, or equivalent, soundproofing insulation.

b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024.
d. The required fence ~~/ wall and plantings~~ shall be installed prior to any boarding of animals.
e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
f. The boarding shed shall be both heated and cooled. Open air ventilation (i.e., opening of doors and/or windows) shall be prohibited.

9. The permit holder may employ up to ~~one~~ two additional employees to be present at any given time.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. 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.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 6th day of July, 2023.

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

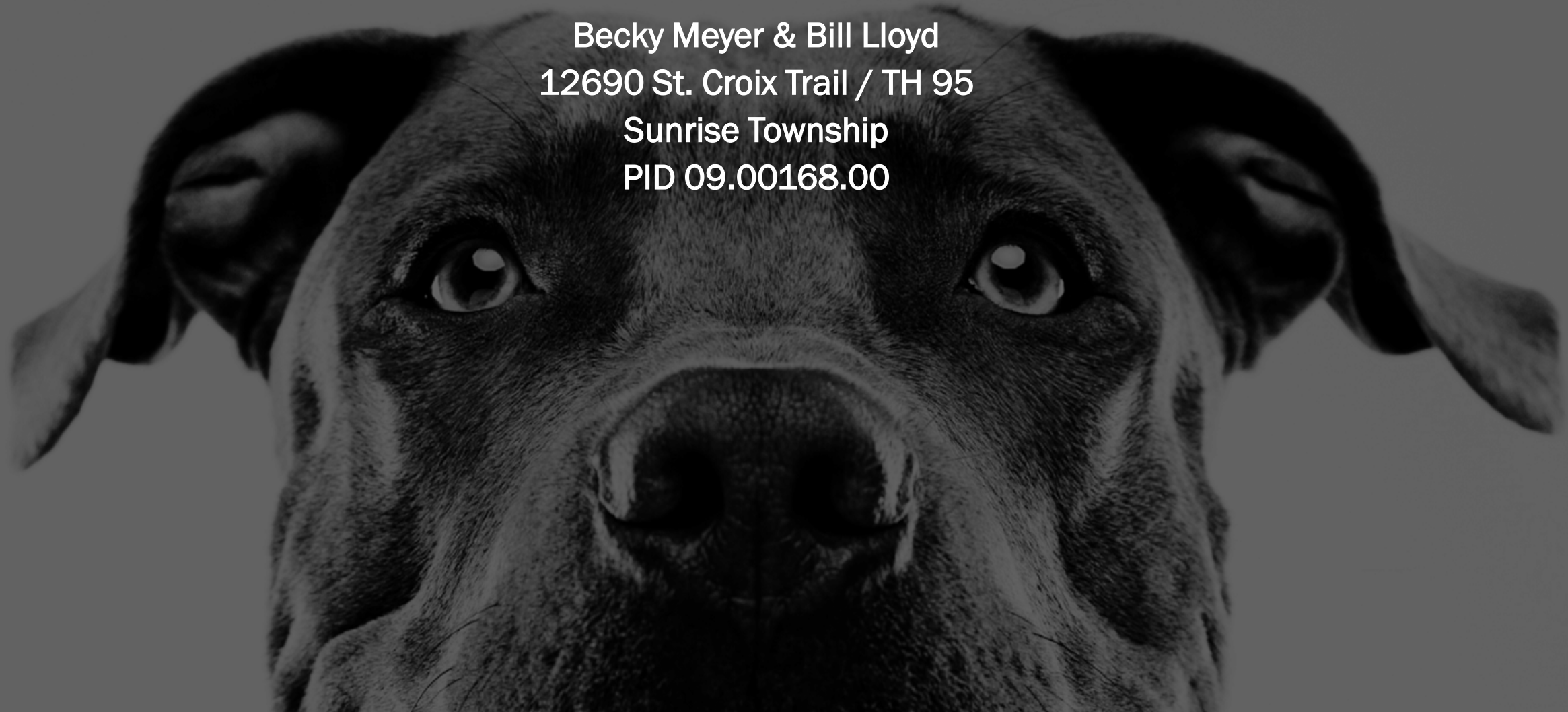
_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

INTERIM USE PERMIT FOR COMMERCIAL KENNEL

Becky Meyer & Bill Lloyd
12690 St. Croix Trail / TH 95
Sunrise Township
PID 09.00168.00



- Subject site is 37.05± acres in size
- Located near intersection of TH 95 and CSAH 9
- Zoned Agricultural (AG) District / Sunrise River Overlay (SO) District and entirely surrounded by AG and/or SO Districts
- Topography of site includes elevations ranging significantly from 808’ to 857’ with steep slopes adjacent to the Sunrise River, heavy forestation primarily in western half, and approximately 2,300’ of river running through western third
- Site is currently developed with dwelling, multiple detached accessory structures, and large hard surfaced areas for parking
- Surrounding properties range in size from 5 acres to 82 acres and are used for residential and/or agricultural purposes

SITE ANALYSIS

PROPOSAL ANALYSIS

The property owners wish to open and operate a pet boarding and daycare facility, to be known as Birch Bark Boarding. The property owners will utilize an existing 36’ x 80’ (2,880 sf) pole building, with approximately half used for kennels and the other half used as an open play / storage area and possible future expansion area. The property owners have provided the following details about the “boarding shed”:

- The interior will be insulated and the dog kennel areas will be finished with a Fiber Reinforced Plastic.
- Electric heating units will be suspended from the ceiling.
- Each kennel will be large enough for a raised bed, food and water dishes, and a small play area.
- The boarding shed will have indoor music for the animals and an indoor area for dogs who are socialized to play together under staff supervision.

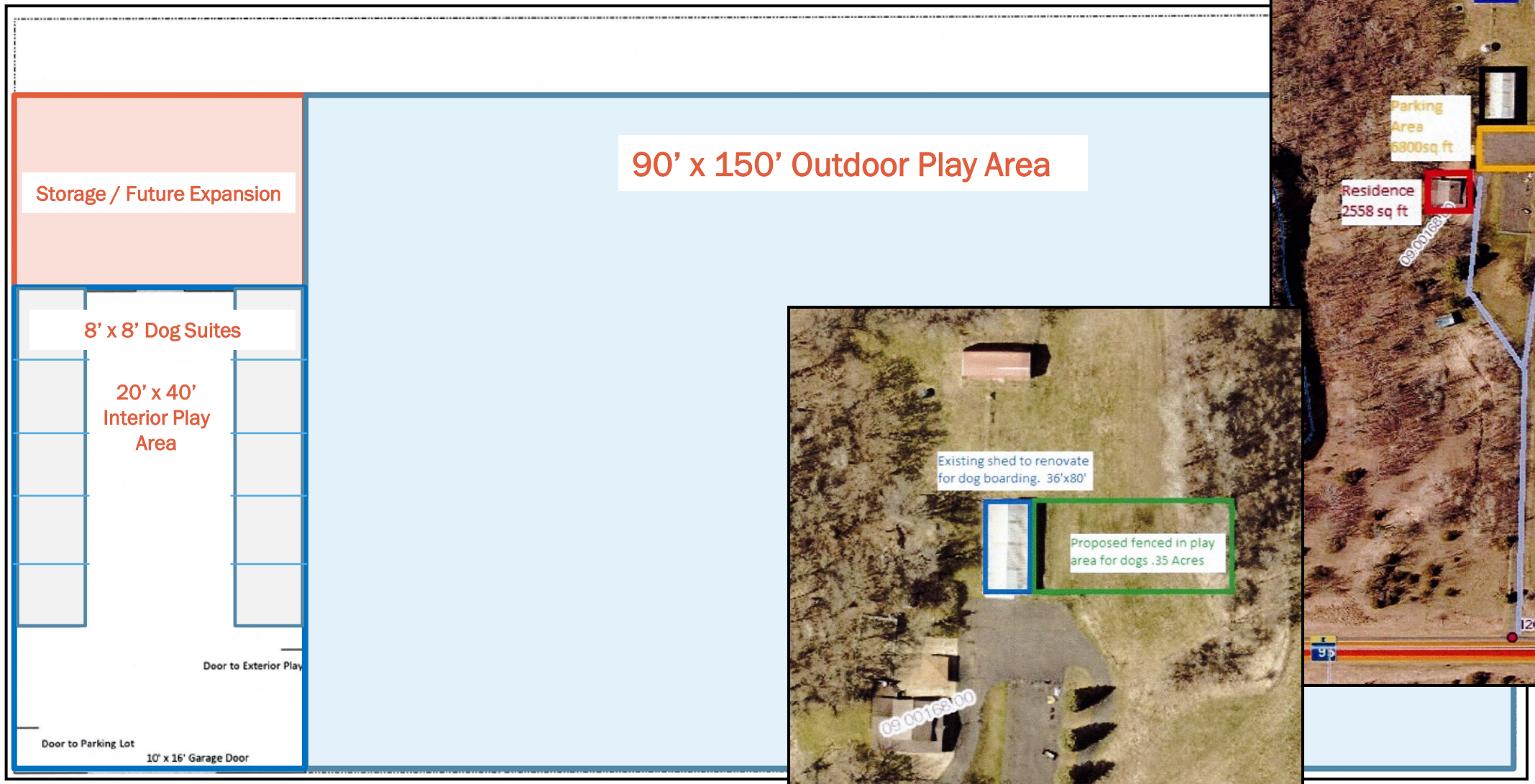
Details about the proposed pet boarding and daycare business:

- The facility will not be operated as a grooming or trimming business; however, if pets get dirty while at the facility, they’ll be provided with a bath.
- There will be no dog / animal breeding at the facility, nor will the facility operate as a shelter or rescue organization.
- There will be 10 - 8’ x 8’ dog suites that each have the ability to house three dogs from the same household. If all dogs are from separate households, the maximum number of dogs will be 10. In other words, the number of dogs housed at any given time will range between 10 and 30.
- The business will be open to cats and other small animals, including rabbits, guinea pigs, and other small mammals. Birds will not be kept at the facility.
- Cats and other small mammals will be housed in cages appropriate for their species and in a separate area from the dogs. *It’s unclear to staff where the small mammals will be kept*.
- The property owners clarified at the June 14, 2023 Technical Review Committee meeting that the maximum number of dogs and small mammals kept on site will be 30.
- The property owners have two dogs of their own.
- The facility will operate 24 hours a day, seven days a week. Animal drop-off will be from 7:00 am to 10:00 am and animal pick-up will be from 4:00 pm to 7:00 pm each day, or by appointment.
- Pet daycare hours will be from 7:00 am to 7:00 pm. These pets will not stay overnight.
- Busy months are anticipated to be April to October, with fewer customers during the colder months.
- The property owners are proposing to operate the business with two employees (themselves), with the possibility of adding one part-time employee as the business grows.

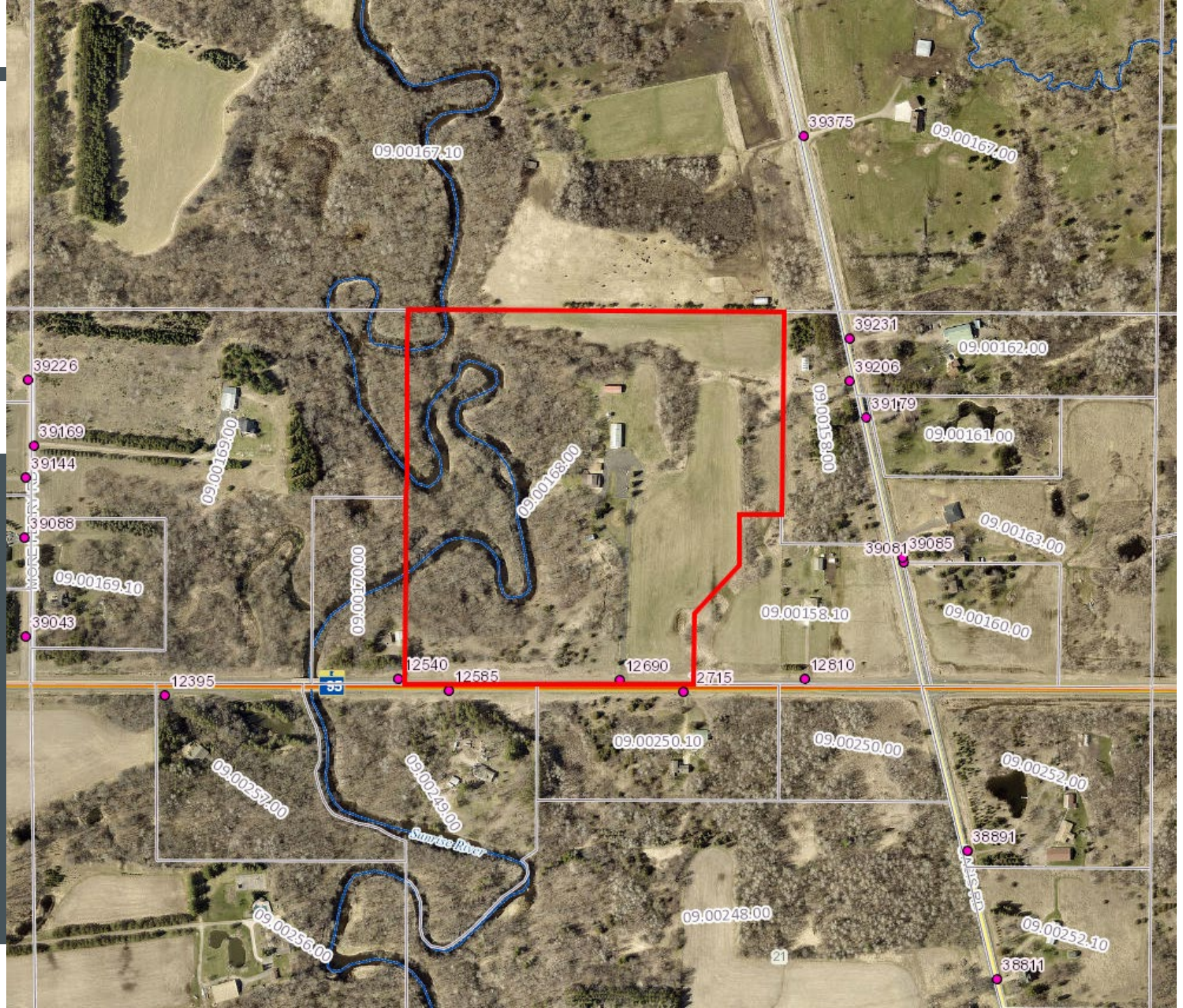
- Pets will be required to be current on recommended vaccinations for their species.
- In addition to a 20’ x 40’ (800 sq ft) indoor play area, there will be an outdoor play area. The 90’ x 150’ (13,500 sq ft) outdoor play area will be surrounded by a 6’ chain link fence, with areas around the edge of the fence reinforced against digging by installing turf reinforcement mesh.
- The outdoor play area is shown to be located immediately east of the boarding shed.
- Dogs not able to play in the fenced play area will be taken for walks around the property.
- Animal waste will be composted as per United States Department of Agriculture (USDA) / Natural Resources Conservation Service (NRCS) research. The property owners are proposing to utilize a series of three composting bins which will be located north of the existing cattle barn (northern most accessory structure).
- The walls of the kennel area within the boarding shed will be insulated with soundproofing material. The property owners report that this layer of insulation will reduce the sound of dog barking from inside to outside by 50 decibels. And, by the time the sound reaches the edge of the property, the property owners report that the sound of dog barking will be reduced to 30 decibels based on soundproofing insulation and distance.
- In addition to soundproofing insulation, the written narrative provides detail about the use of existing and proposed landscaping as well as distance to mitigate noise. With the use of landscaping to mitigate noise, the property owners report that sound will be reduced to 57.5 decibels at the southern property boundary.
- In addition to soundproofing insulation and the use of landscaping and distance, the written narrative explains that the final method for noise mitigation is appropriate care and supervision of the animals while they’re at the facility.
- The driveway and parking area are surfaced with asphalt, and the parking area is reported to accommodate 30 vehicles.
- The property owners hope to open on a part-time basis in fall of 2023 and become full-time in spring of 2024.

PROPOSAL ANALYSIS, CONT.

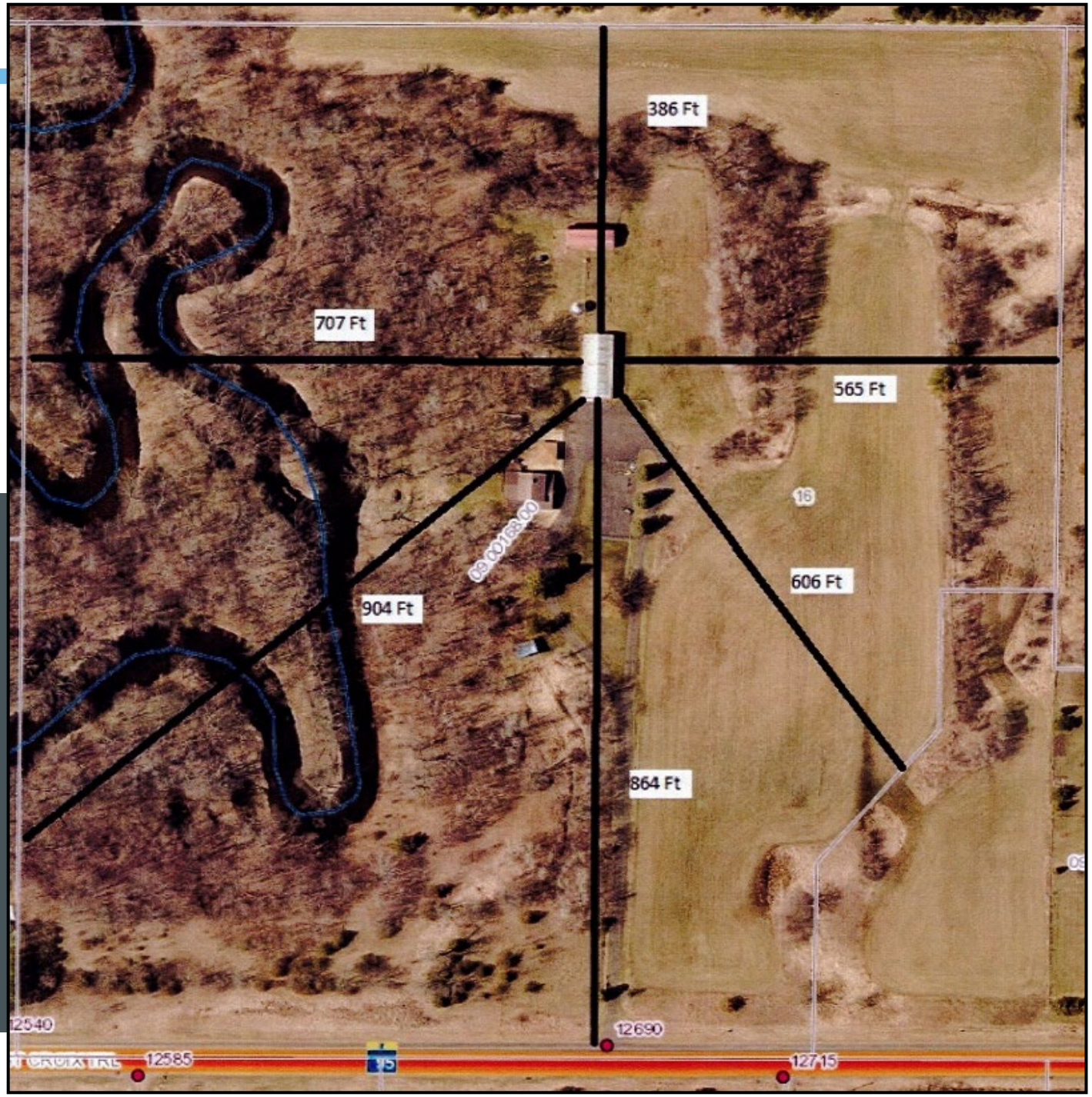
SITE PLAN & IMAGES



ADJACENT PROPERTIES



SITE & APPROXIMATE SETBACKS FROM BOARDING SHED



REVIEW PROCESS

Technical Review Committee
June 14, 2023

- No concerns identified

Sunrise Town Board
June 15, 2023

- Recommended approval with no conditions

60-Day Review Period

- Expires August 1, 2023

STAFF RECOMMENDATION

Staff recognizes that at least one adjacent property owner has expressed concern with noise resulting from the proposed use; however, staff believes that the proposed IUP complies with and is consistent with the intent of the Chisago County Zoning Ordinance and that noise can be mitigated with implementation of noise reducing measures including the retention of existing landscaping materials, the planting of additional landscaping materials, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. **Staff recommends approval of the request with conditions**.

Recognizing that there may be Commissioner concern with such issues as noise, number of animals and handling of waste, to name a few, staff notes that the following conditions are a "starting point" for the Commission's consideration and discussion.

Recommended Conditions 1 – 7 of 14:

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than thirty (30) dogs and small mammals - including but not limited to cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.

STAFF RECOMMENDATION, CONT.

Recommended Conditions 8 - 14 of 14:

8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
    a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe ‘n’ Sound, or equivalent, soundproofing insulation.
    b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
    c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials.
    d. The required fence / wall and plantings shall be installed prior to any boarding of animals.
    e. The permit holder shall implement “quiet hours” in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
9. The permit holder may employ up to one additional employee.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. 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.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS & ACTION REQUESTED

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. (*Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the review period expires on August 1, 2023 and the next regularly scheduled Planning Commission meeting is on August 3, 2023, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0701, a resolution recommending approval of an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 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 Commercial Kennel
12690 St. Croix Trail / TH 95, Sunrise Township
DATE: July 6, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a request for an Interim Use Permit (IUP) allowing a Commercial Kennel for pet boarding and day care on 37.05± acres in the Agricultural (AG) District / Sunrise River Overlay (SO) District.

SITE & APPLICATION INFORMATION

Applicant(s):	Becky Meyer & Bill Lloyd
Property Owner(s):	Becky Meyer & Bill Lloyd
Location:	12690 St. Croix Trail / TH 95 Sunrise Township Section 16, Township 35, Range 20
PID:	09.00168.00
Property Area:	37.05± Acres
Current Zoning:	Agricultural (AG) District / Sunrise River Overlay (SO) District
Adjacent Zoning:	
North:	Agricultural (AG) District / Sunrise River Overlay (SO) District
South:	Agricultural (AG) District / Sunrise River Overlay (SO) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District / Sunrise River Overlay (SO) District
Date Application Received:	May 30, 2023
Date Application Complete:	June 2, 2023
60-Day Review Period:	August 1, 2023

BACKGROUND

Property owners Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding and day care on 37.05± acres in the Agricultural (AG) District / Sunrise River Overlay (SO) District.

The Zoning Ordinance defines Commercial Kennel as “Any place where three (3) or more dogs or three (3) or more cats, over the age of four (4) months of age, or ten (10) or more other domestic companion animals are housed, bred, boarded or trained”.

SITE ANALYSIS

The 37.05± acre subject site is located approximately 800' west of the intersection of Oasis Road / CSAH 9 and St. Croix Trail / TH 95 on the north side of St. Croix Trail / TH 95 in Sunrise Township. Topography of the site includes elevations ranging significantly from 808' near the west property boundary to 857' near the southeast corner of the property with steep slopes between the river and the existing structures, heavy forestation primarily in the western half of the property, and approximately 2,300' of the Sunrise River flowing through the western third of the property. The site has been developed with a dwelling, multiple detached accessory structures, and large hard surfaced areas for parking. The subject site is located in the AG District / SO District and is entirely surrounded by properties in the AG District / SO District. Properties in the general area range in size from 5 acres to 82 acres, with the majority of properties currently used for residential and/or agricultural purposes. The immediate area is heavily wooded.

PROPOSAL ANALYSIS

The property owners wish to open and operate a pet boarding and daycare facility, to be known as Birch Bark Boarding, from their property located at 12690 St. Croix Trail / TH 95 in Sunrise Township. The property owners will utilize an existing 36' x 80' (2,880 sf) pole building, with approximately half used for kennels and the other half used as an open play / storage area and possible future expansion area. The property owners have provided the following details about the "boarding shed":

- The interior will be insulated and the dog kennel areas will be finished with a Fiber Reinforced Plastic (FRP, see details attached).
- Electric heating units will be suspended from the ceiling.
- Each kennel will be large enough for a raised bed, food and water dishes, and a small play area.
- The boarding shed will have indoor music for the animals and an indoor area for dogs who are socialized to play together under staff supervision.

Details about the proposed pet boarding and daycare business:

- The facility will not be operated as a grooming or trimming business; however, if pets get dirty while at the facility, they'll be provided with a bath.
- There will be no dog / animal breeding at the facility, nor will the facility operate as a shelter or rescue organization.
- There will be 10 - 8' x 8' dog suites that each have the ability to house three dogs from the same household. If all dogs are from separate households, the maximum number of dogs will be 10. In other words, the number of dogs housed at any given time will range between 10 and 30.
- The business will be open to cats and other small animals, including rabbits, guinea pigs, and other small mammals. Birds will not be kept at the facility.
- Cats and other small mammals will be housed in cages appropriate for their species and in a separate area from the dogs. *It's unclear to staff where the small mammals will be kept*.
- The property owners clarified at the June 14, 2023 Technical Review Committee meeting that the maximum number of dogs and small mammals kept on site will be 30.
- The property owners have two dogs of their own.
- The facility will operate 24 hours a day, seven days a week. Animal drop-off will be from 7:00 am to 10:00 am and animal pick-up will be from 4:00 pm to 7:00 pm each day, or by appointment.
- Pet daycare hours will be from 7:00 am to 7:00 pm. These pets will not stay overnight.
- Busy months are anticipated to be April to October, with fewer customers during the colder months.
- The property owners are proposing to operate the business with two employees (themselves), with the possibility of adding one part-time employee as the business grows.

- Pets will be required to be current on recommended vaccinations for their species.
- In addition to a 20' x 40' (800 sq ft) indoor play area, there will be an outdoor play area. The 90' x 150' (13,500 sq ft) outdoor play area will be surrounded by a 6' chain link fence (see attached image), with areas around the edge of the fence reinforced against digging by installing turf reinforcement mesh.
- The outdoor play area is shown to be located immediately east of the boarding shed.
- Dogs not able to play in the fenced play area will be taken for walks around the property.
- Animal waste will be composted as per United States Department of Agriculture (USDA) / Natural Resources Conservation Service (NRCS) research (see attached). The property owners are proposing to utilize a series of three composting bins which will be located north of the existing cattle barn (northern most accessory structure).
- The walls of the kennel area within the boarding shed will be insulated with soundproofing material. The property owners report that this layer of insulation will reduce the sound of dog barking from inside to outside by 50 decibels. And, by the time the sound reaches the edge of the property, the property owners report that the sound of dog barking will be reduced to 30 decibels based on soundproofing insulation and distance.
- In addition to soundproofing insulation, the written narrative provides detail about the use of existing and proposed landscaping as well as distance to mitigate noise. With the use of landscaping to mitigate noise, the property owners report that sound will be reduced to 57.5 decibels at the southern property boundary.
- In addition to soundproofing insulation and the use of landscaping and distance, the written narrative explains that the final method for noise mitigation is appropriate care and supervision of the animals while they're at the facility.
- The driveway and parking area are surfaced with asphalt, and the parking area is reported to accommodate 30 vehicles.
- The property owners hope to open on a part-time basis in fall of 2023 and become full-time in spring of 2024.

Based on the County's GIS Viewer, the boarding shed is located approximately 396' from the closest property boundary (north, Lantz property) and it appears that the outdoor play area will be located approximately 345' from the closest property boundary (southeast, Leivian property). The subject site appears to be fairly heavily wooded, with existing stands of trees located north and immediately east / southeast of the proposed boarding shed and outdoor play area. In addition to the existing trees, the property owners are proposing to plant Autumn Jazz and Blue Muffin varieties of viburnum intermixed with spruce and deciduous trees on the south side of the outdoor play area to reduce and muffle sound. The written narrative explains that viburnum was specifically selected due to its ability to reduce sound by up to 15 decibels. The written narrative does not provide any detail on the number of trees to be planted or the spacing.

Based on questions and concerns expressed by neighbors during the applicants' direct outreach efforts prior to the public hearing, the property owners submitted additional written information to staff during the June 14, 2023 Technical Review Committee meeting (see attached). The information specifically addresses lighting, use of the outdoor play area, methods for mitigating noise, supervision, and heating and cooling methods.

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with the property owners on June 14, 2023. The group discussed the proposed total number of pets to be boarded (dogs and small

mammals) and the property owners' efforts to directly communicate and discuss their proposal with surrounding neighbors. Based on questions and concerns expressed by neighbors, the property owners submitted additional written information to staff (see attached). The Committee did not identify any concerns.

The Sunrise Town Board considered the proposed IUP at its June 15, 2023 meeting and recommended approval with no conditions.

The application was initially submitted on April 4, 2023 and deemed incomplete on the same date. The application was resubmitted on May 30, 2023 and deemed complete on June 2, 2023. The State mandated 60-day review period expires on August 1, 2023.

WRITTEN TESTIMONY

Written testimony was received from Eric & Tara Leivian of 12810 St. Croix Trail on June 15, 2023 (see attached).

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, it does identify as an economic development goal that "The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district." The Chisago County Zoning Ordinance provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *The proposed Commercial Kennel will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 345' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will*

mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure (boarding shed) and a 90' x 150' enclosed outdoor play area. After reviewing the application materials and the Planning Commission having conducted a site visit on July 5, 2023, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Commercial Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Commercial Kennel is located on a property immediately adjacent to a well-established, well-maintained, and highly traveled State highway (TH 95) with an unobstructed line of site from the end of the driveway to the west and east, the County finds that the proposed use will not cause an appreciable increase in traffic levels or traffic hazards / congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received comments from at least one adjacent property owner expressing concerns about potential noise pollution. The County finds that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

STAFF RECOMMENDATION

Staff recognizes that at least one adjacent property owner has expressed concern with noise resulting from the proposed use; however, staff believes that the proposed IUP complies with and is consistent with the intent of the Chisago County Zoning Ordinance and that noise can be mitigated with implementation of noise reducing measures including the retention of existing landscaping materials,

the planting of additional landscaping materials, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. **Staff recommends approval** of the request with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recognizing that there may be Commissioner concern with such issues as noise, number of animals and handling of waste, to name a few, staff notes that the following conditions are a "starting point" for the Commission's consideration and discussion.

Recommended Condition(s):

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than thirty (30) dogs and small mammals - including but not limited to cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
    a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
    b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
    c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials.
    d. The required fence / wall and plantings shall be installed prior to any boarding of animals.
    e. The permit holder shall implement "quiet hours" in which no animals are allowed

outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.

9. The permit holder may employ up to one additional employee.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. 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.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the 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. Being that the review period expires on August 1, 2023 and the next regularly scheduled Planning Commission meeting is on August 3, 2023, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0701, a resolution recommending approval of an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
    a. Application
    b. Written narrative
    c. Site plans (numbered to correspond with written narrative)
    d. Fiber Reinforced Plastic detail
    e. Images of turf reinforcement mesh and fence
    f. ROCKWOOL Safe 'n' Sound fire and soundproofing insulation detail

g. Natural Resources Conservation Service detail pertaining to composting of dog waste

2. Written information provided by property owners dated received June 14, 2023
3. Written testimony from Eric & Tara Leivian
4. Aerial photo (1) – subject site
5. Aerial photo (2) – vicinity map
6. Draft Resolution No. PC2023-0701

CC: Becky Meyer & Bill Lloyd, property owners
County file

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

Permit # 23-791

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Street Location 12690 St. Croix Trail **Tax Parcel #** 09.00168.00

Legal Description 37.8 Acres Sect 16 Twnshp 035 Rng 020 SE¼ of SW¼ see Exhibit A **E-Mail Address:** [redacted]

Owner: Becky Meyer + Bill Lloyd **Day Phone** [redacted]

Address 12690 St. Croix Trail North Branch, MN 55056

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

Address S16 T35 R20

Type of Request:

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

Applicable section of ordinance: _____

Description of request: operate a dog boarding / dog daycare facility at this location

If Variance Application, Brief Description of Practical Difficulty _____

BM 3/20/2023
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.

4/4/23 (DEEMED INCOMPLETE)
Date Received
5/30/23 (2ND SUBMITTAL)
6-2-23
Date Complete
8-1-23
60 / 120 **Day Review Period**

Date of Public Hearing: July 6, 2023

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

TOWNSHIP PRESENTATION FORM

Street Location 12690 St. Croix Trail, North Branch MN 55056

Legal Description _____

Owner Name Becky Meyer, Bill Lloyd **Day Phone:** [redacted]

Address: 12690 St. Croix Trail, North Branch, MN 55056

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

Address: same

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: operate a dog boarding/daycare business at this location

Date of County Public Hearing: JULY 6, 2023

Date of Township Presentation: JUNE 15, 2023

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reasons and Conditions: Motion by Greg Strom, second by Dan Kaiser to accept the IUP to Operate a dog boarding / dog daycare facility with one abstain, Carl Peter "Pete" Johnson. Motion carried.

Signature of Township Officers:

Carl Peter Johnson ABSTAINED

6/15/23

Signature of Applicant

3-20-2023
Date

We are seeking an Interim Use Permit to open a pet boarding/daycare business at 12690 St. Croix Trail, North Branch, MN. We are located approximately seven miles east of North Branch on Hwy 95. Our facility is located on 36.8 acres in Sunrise Township. The legal description is in **Exhibit A**

Items for IUP application

1 Site plan attached

2. Location of buildings attached

3. Curbs and driveways attached

4. Topography attached

5. Drainage plan- NA

6. Type of business or activity and proposed number of employees- Dog Boarding/Pet Sitting We are the property owners, live on site and will be the only two employees. As the business grows, we may employ a part time student worker as needed.

7. Floor plan attached

8. Sewer and water plan NA

9. Soil type NA

10. Location map attached

11. Land within 350 of parcel attached

12. Business name will be Birch Bark Boarding

We will be using one of our existing sheds on the property for the dog/pet boarding business. It is a metal pole building 36 x 80. Approximately half will be used for dog kennels, the other half will be open play/storage/expansion area. The interior will be insulated and the dog kennel areas finished with aFiber Reinforced Plastic or FRP, similar to what is approved for use in commercial kitchens. Electric heating units will be suspended from the ceiling. Hospital grade sanitizers will be used between pet stays. Each dog kennel will be large enough for a raised bed, food and water dishes and small play area. The area will have soothing music for the dogs and an indoor area for dogs who are socialized to play together under staff supervision.

Customers will bring their pet and dog food of their choice for the stay. Our facility will have dog food available for dogs if customers forget to bring food or the food runs out. Dog walking will be an additional charge. If a pet gets muddy or dirty while there, a simple bath and comb out is available. This will not be a dog grooming or trimming facility.

The facility is handicapped accessible. The driveway is blacktopped and there is sufficient parking space for up to 30 cars.

There will not be any dog breeding at this facility at any time. This is not a shelter or rescue organization.

The maximum number of dogs at any one time will be 30. There will be 10 large dog pens that could house 3 dogs from the same household. If all dogs are from separate households, the total number will be 10 dogs. Cats or small animals will be housed in appropriate cages for their species and in a separate area from the dogs.

We have two personal dogs, female border collie/black lab and female red healer/collie mix, both have been spayed and are current on all vaccinations recommended. Both are on a flea and tick regimen.

The boarding facility operates 24/7. Hours where customers may drop off and pick up their pets will be from 7 am to 10 am and 4 pm to 7 pm each day. Other hours by appointment only. There will be a staff person at the facility at all times that any boarded dogs/pets are there.

The pet day care hours will be from 7 am to 7 pm each day. Those pets will not stay overnight.

We expect that the busy months will be April to October, with less customers during the colder months.

Animals to be boarded or provide day care services for include dogs, cats, rabbits, guinea pigs and other small mammals. Birds will not be kept at the facility.

Pets will be required to be current on recommended vaccinations for their species:

- Dogs - rabies, distemper/parvo and bordetella (canine cough) vaccines. Bordetella vaccine needs to be given at least 4 days prior to arrival.
- Cats - rabies, leukemia, and feline distemper vaccines.
- All animals are recommended to be on a flea/tick control regimen.

Fencing as shown in the drawings will be six foot high chain link fencing. There will be one indoor play area and two outdoor play areas. Areas around the edge of the fence will be reinforced against digging by installing turf reinforcement mesh. This allows grass to grow, but dogs are not able to dig.

Customers will complete a survey of information about their pets so we can determine if they can be allowed in fencing with other dogs or if they will need to be separated. Visibly ill animals will not be accepted.

Dogs that are not able to play in the fenced in areas will be taken for walks around the property. A series of trails above the river and along the pasture fence line are available to walk dogs as needed. The fenced in areas are large enough to play fetch with the dogs and will have enrichments such as a climbing structure,

Dog waste will be composted as per USDA/NRCS research. Composted dog waste is safe for use on non-food vegetation such as flowers and landscape plants. Proper composting destroys any pathogens. It is recommended to have at least 10 dogs to have enough waste to maintain the compost bin. Compost bins (series of three) will be located to the north of the cattle barn.

The Benefits of Composting (per USDA publication)

- Composting removes raw dog waste from the environment where it can pollute groundwater and streams.
- Good composting destroys pathogens and produces a safe soil amendment.
- Good on-site composting eliminates transporting dog waste to a disposal facility. This saves time, money, energy, and landfill space.
- Good composting produces a quality soil additive that improves both the physical condition and fertility of the soil.

The dog boarding area is in the middle of just under 40 acres of land. The shed being used to board the dogs will have soundproofing insulation (RockWool Safe'n'Sound) installed in the walls of the boarding area. This layer of insulation will reduce the decibels of dog barking from inside to outside by up to 50 decibels. By the time the sound reaches the edge of the property, the decibel level should be less than 30 due to the insulation and distance.
Externally, the shed is on the west side of the outdoor play area. To the north is a strip of trees and several acres of fields. To the east is a strip of trees about 40 feet wide, then an open area and another strip of trees before the property edge. The south side of the outdoor play area will be lined with Autumn Jazz and Blue Muffin varieties of viburnum. This will be intermixed with spruce and deciduous trees to reduce and muffle the sounds of dogs barking. Viburnum is selected due to a study that shows its ability to reduce sound by up to 15 decibels. It is also not poisonous to dogs as some other plants are.

Dog barking can reach 80-90 decibels for big dogs, a group of dogs can reach up to 110-115 decibels. Normal conversations are around 60 decibels. With viburnum six feet from the fence, the decibels of a group of dogs barking is reduced at 800 ft (property edge to the south) to 57.5 decibels. which is about normal conversation levels.

Another mitigation factor is appropriate care and supervision of the dogs while they are at the boarding facility. They will be properly fed and housed, with a caretaker on site for daytime hours.

We hope to open on a part time basis fall of 2023 and become full time spring of 2024.

We are the property owners, live on site and will be the only two employees. As the business grows, we may employ a part time student worker as needed.

We are both lifelong pet owners and caregivers. Becky has a degree in agricultural education from UW-River Falls.

Becky Meyer & Bill Lloyd

1.

N

Existing shed to renovate for dog boarding. 36'x80'
Proposed fenced in play area for dogs .35 Acres
09 00168.00
16

2+3

09.00167.10
Sunrise River
60'x 20'
Cattle barn
1200 sq ft
36'x80' Dog
Boarding Shed
4480 sq ft
Parking
Area
6800sq ft
Residence
2558 sq ft
Drive way
750'
39231
39206
39179
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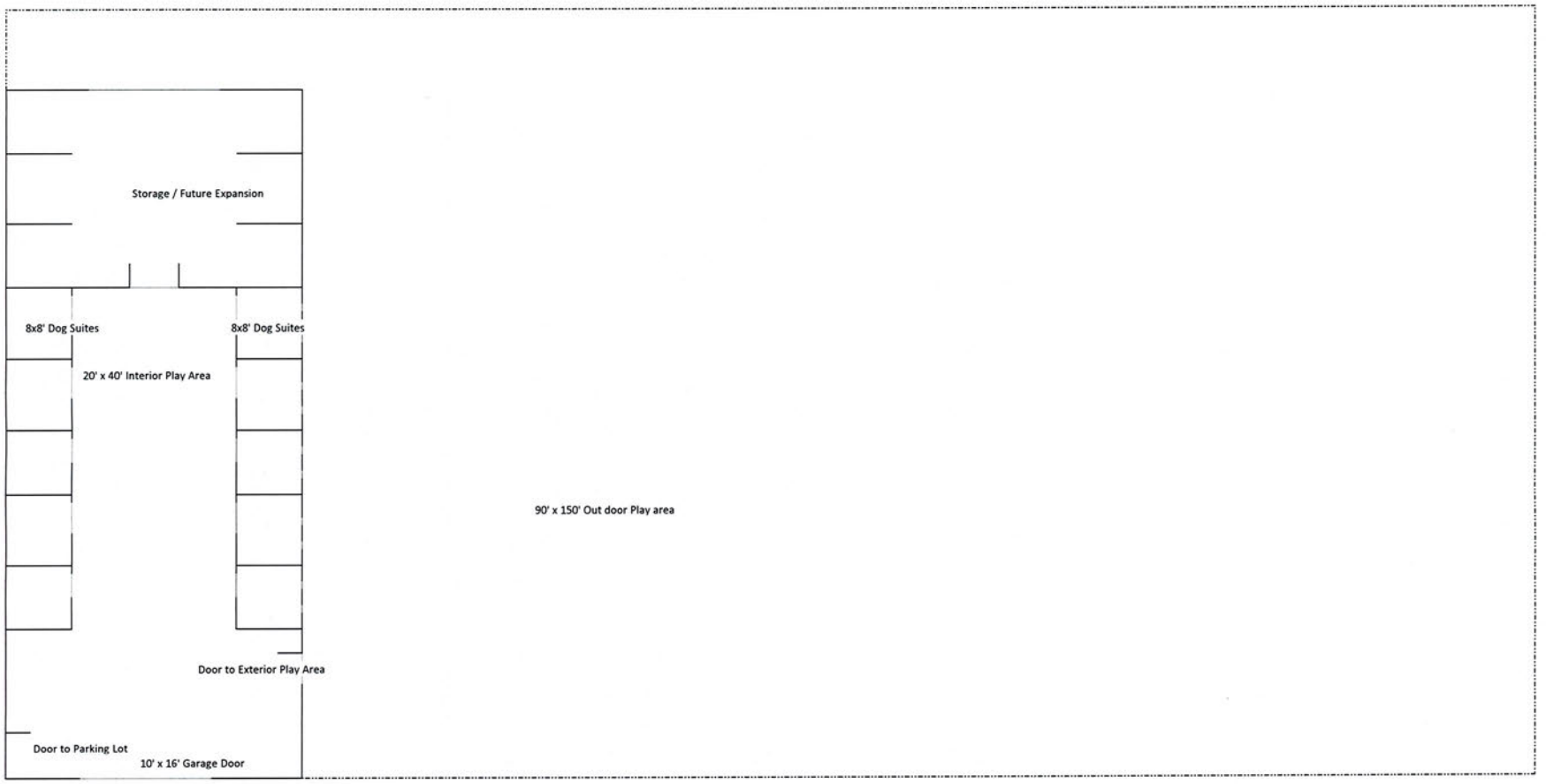
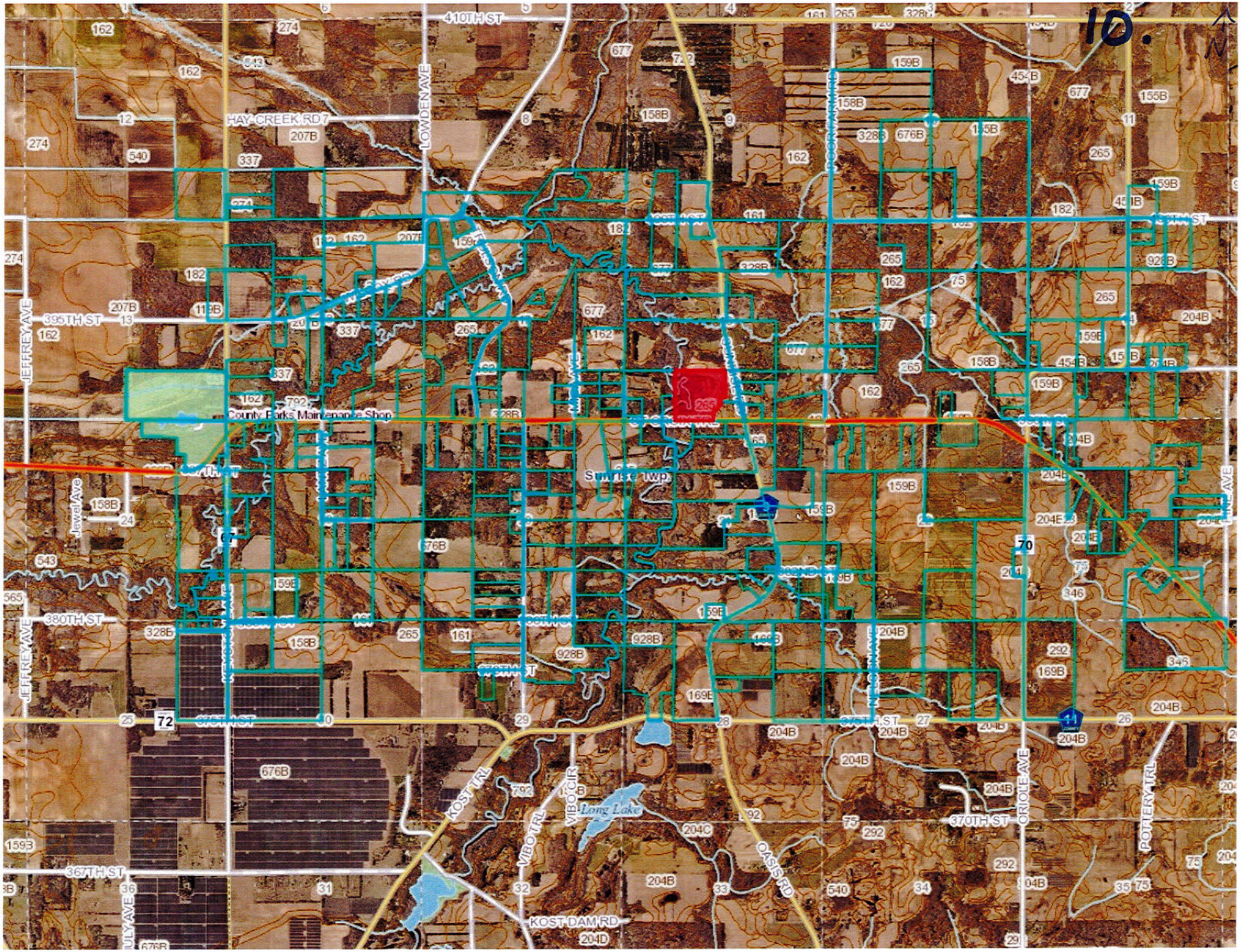

Storage / Future Expansion
8x8' Dog Suites
8x8' Dog Suites
20' x 40' Interior Play Area
90' x 150' Out door Play area
Door to Exterior Play Area
Door to Parking Lot
10' x 16' Garage Door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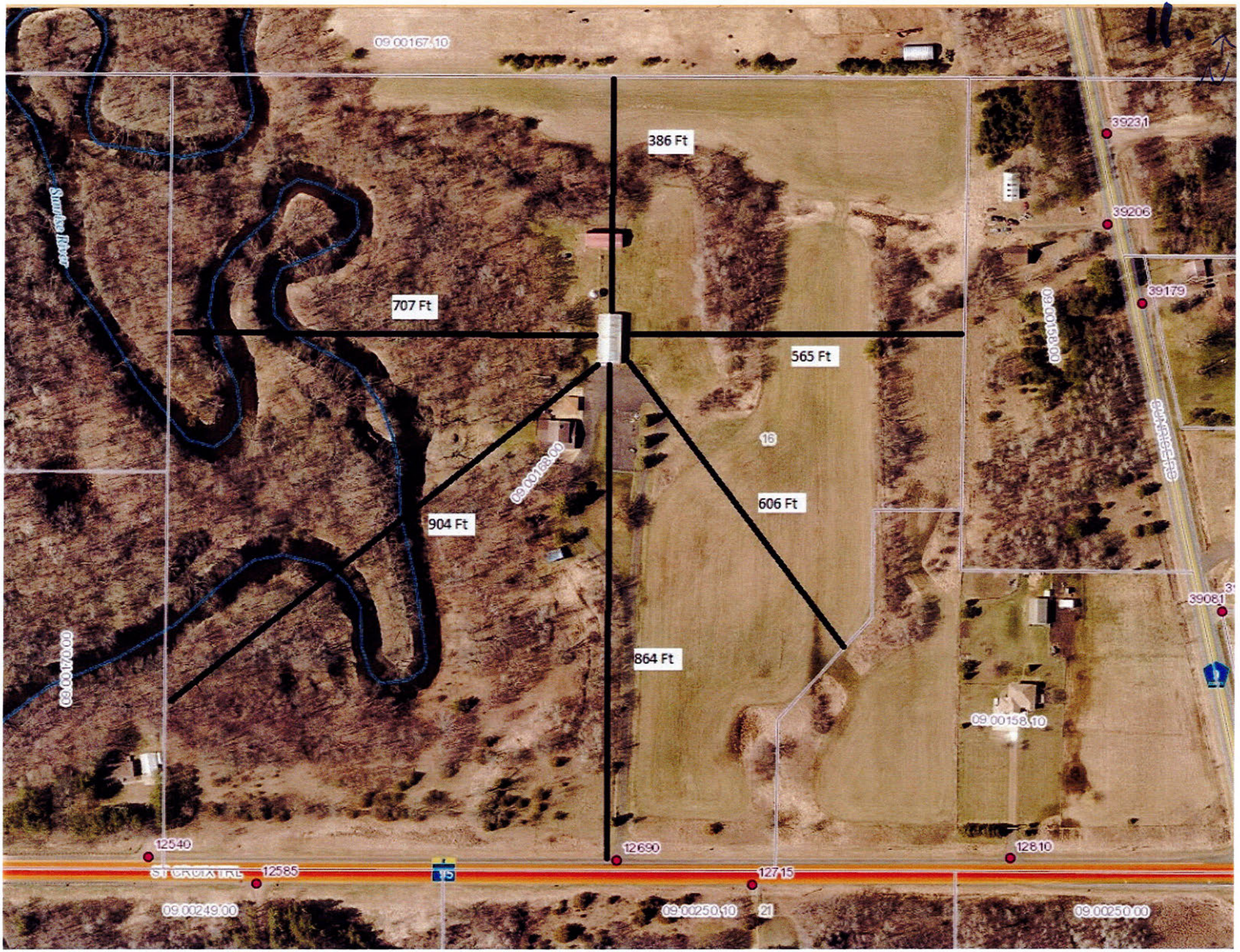
410TH ST
HAY CREEK RD 7
LOWDEN AVE
JEFFREY AVE
395TH ST
County Parks Maintenance Shop
Sunrise Twp
Jewel Ave
380TH ST
72
70
KOST TRL
VIBO TRL
VIBO CIR
Long Lake
OASIS RD
370TH ST
ORIOLE AVE
POTTERY TRL
367TH ST
KOST DAM RD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12690
12715
12810
ST CROIX TRL

FRP (Fiber Reinforced Plastic)

FRP is a thin sheet of plastic or resin that has fibers such as fiberglass, carbon, aramid or basalt added to strengthen it. Originally developed as an alternative to wood paneling - the waterproof nature of the material has led to its use in multiple applications! You have seen this material before - as it is commonly used in bathrooms to line shower-stalls.

Some benefits of FRP in the kennel facility:

- High strength to weight ratio.
- Waterproof.
- Low Warping.
- Dimensional Stability.
- Can be glued to existing walls to 'dog-proof them.
- Relatively inexpensive.

Some Downsides to FRP in the kennel facility:

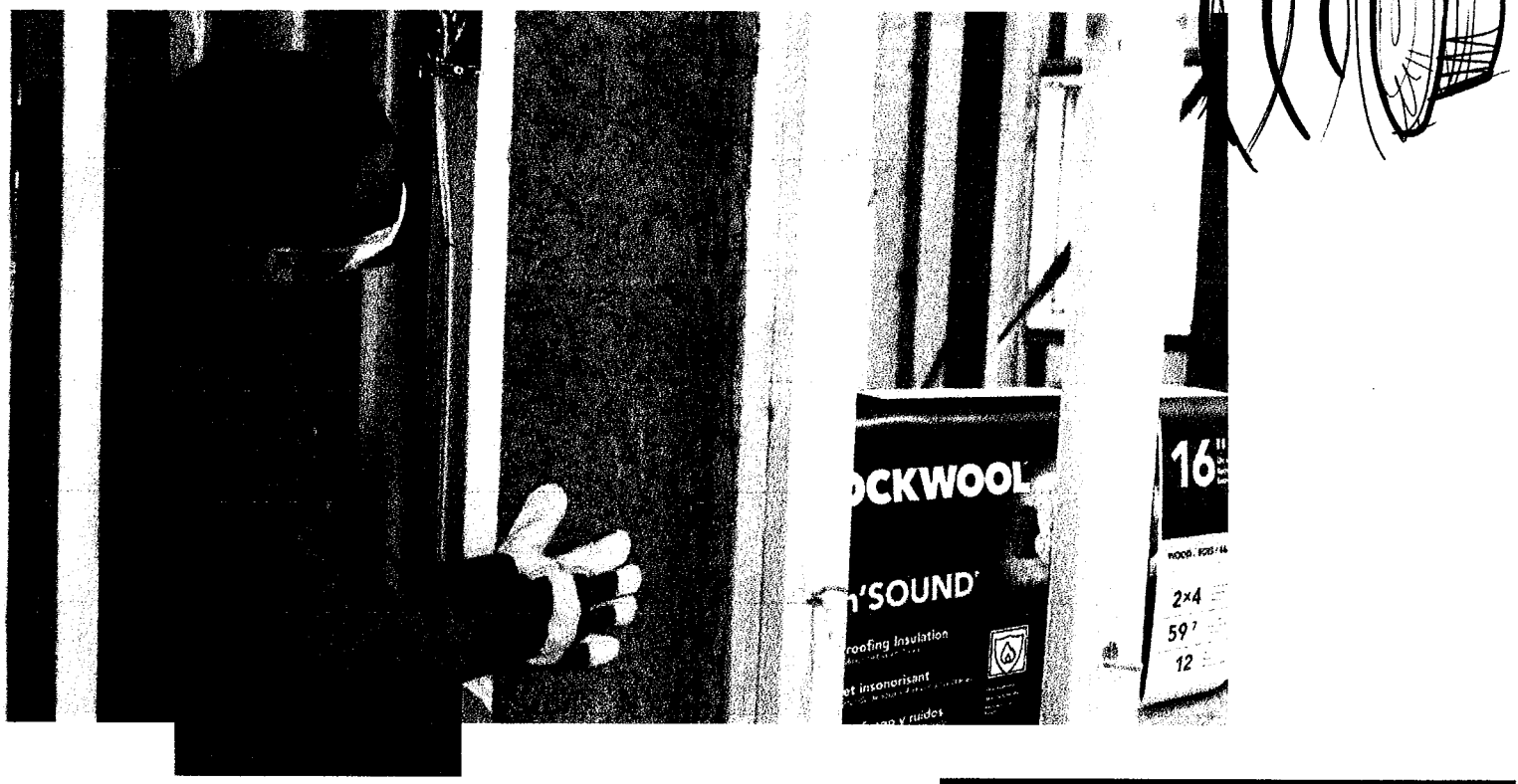
- Thin sheet must be fully supported.
- Usually only has 1 side intended to be exposed.
- Limited color options.
- Can become brittle in cold weather.
- Scratches can cut through the protective finish and expose the fibers inside.
- If manufactured without a UV protective cap, it can degrade in the sun.

Some places where FRP can be used in the kennel facility:

- As a 'dog-proof' wall protector. Protects sheetrock, wood, and metal.
- As an anti fence-fight panel between kennels.
- As a floor protector in a whelping-pen

Safe'n'Sound®

Fire and Soundproofing Insulation



ROCKWOOL Safe'n'Sound® is a stone wool insulation for use in interior partitions of residential wood and steel stud construction where superior fire resistance and acoustical performance are required.

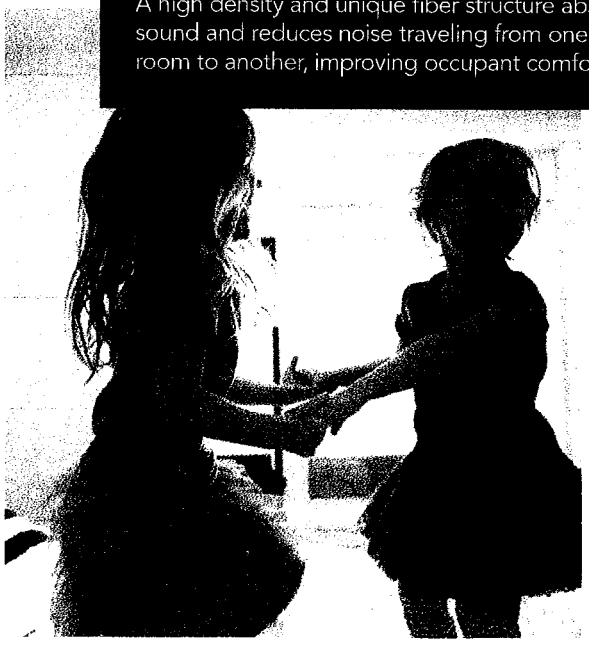
Withstanding temperatures up to 2150°F (1177°C), Safe'n'Sound® is non-combustible and will not produce toxic smoke or promote flames spreading, even when directly exposed to fire. This adds valuable extra time for people to reach safety and for fire services personnel to arrive.

Safe'n'Sound® has excellent acoustical dampening properties and provides an easy friction fit into walls, ceiling and floor applications. It is GREENGUARD Gold Certified and contributes to a healthier indoor environment.

Learn more at rockwool.com

A Quiet Space

A high density and unique fiber structure absorbs sound and reduces noise traveling from one room to another, improving occupant comfort.



ROCKWOOL™

Safe'n'Sound®

Residential Fire and Soundproofing Insulation

Technical Data Sheet

Batt Insulation 07210 & 09820*
Acoustic Blanket Insulation 09 81 16**

ROCKWOOL Safe'n'Sound® is a mineral wool batt insulation for interior partitions of wood and steel frame construction where superior fire resistance and acoustical performance is required.

	Performance	Test Standard
Compliance	Mineral Fiber Blanket Thermal Insulation, Type 1 Compliant	ASTM C665
	Mineral Fiber Thermal Insulation for Buildings, Type 1 Compliant	CAN/ULC S702
Reaction to Fire	Flame spread index = 0; Smoke developed index = 0	ASTM E84 (UL 723)
	Flame spread index = 0; Smoke developed index = 0	CAN/ULC S102
	Determination of Non-combustibility of Building Materials - Non-combustible	CAN/ULC S114
	Behavior of materials at 750°C - Non-combustible	ASTM E136
	Smolder Resistance - 0.09%	CAN/ULC S129
Density	Actual Density - 2.4 lb/ft³ (38 kg/m³)	ASTM C167
Thickness	Product is available in 3" (76 mm) and 6" (152 mm) thicknesses	
Dimensions	Wood Stud 16" (406 mm) on center: 15.25" x 47" (387 mm x 1194 mm) Wood Stud 24" (610 mm) on center: 23" x 47" (584 mm x 1194 mm) I-Joist 16" (402 mm) on center: 16.25"x48 (413 mm x 1219 mm) I-Joist 19.2" (488mm) on center: 19.2" x 47" (488 mm x 1194 mm) Steel Stud 16" (406 mm) on center: 16.25" x 48" (413 mm x 1219 mm) Steel Stud 24" (610 mm) on center: 24.25" x 48" (616 mm x 1219 mm)	

System Testing	System Description	Sound Transmission Class (STC)	Fire Resistance
	5/8" gypsum boards (type x) 3 5/8" steel studs spaced 24" OC 1 layer of 3" Safe'n'Sound® Steel Stud	52	1 hour
	5/8" gypsum boards (type x) 2x4" wood studs spaced 16" OC 1 layer of 3" Safe'n'Sound® Wood Stud Resilient Channels spaced 16" OC	45	1 hour (non-loadbearing) 45 min (loadbearing)
	2x10" Wood Joists spaced 16" OC 1 layer of 6" Safe'n'Sound® Wood Stud Resilient Channels spaced 24" OC 5/8" gypsum boards (type x)	50	30 minutes

Acoustical Performance	Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000Hz	4000 Hz	NRC	ASTM C423
	3"	0.52	0.96	1.18	1.07	1.05	1.05	1.05	
	6"	1.11	1.28	1.15	1.06	1.03	1.01	1.15	

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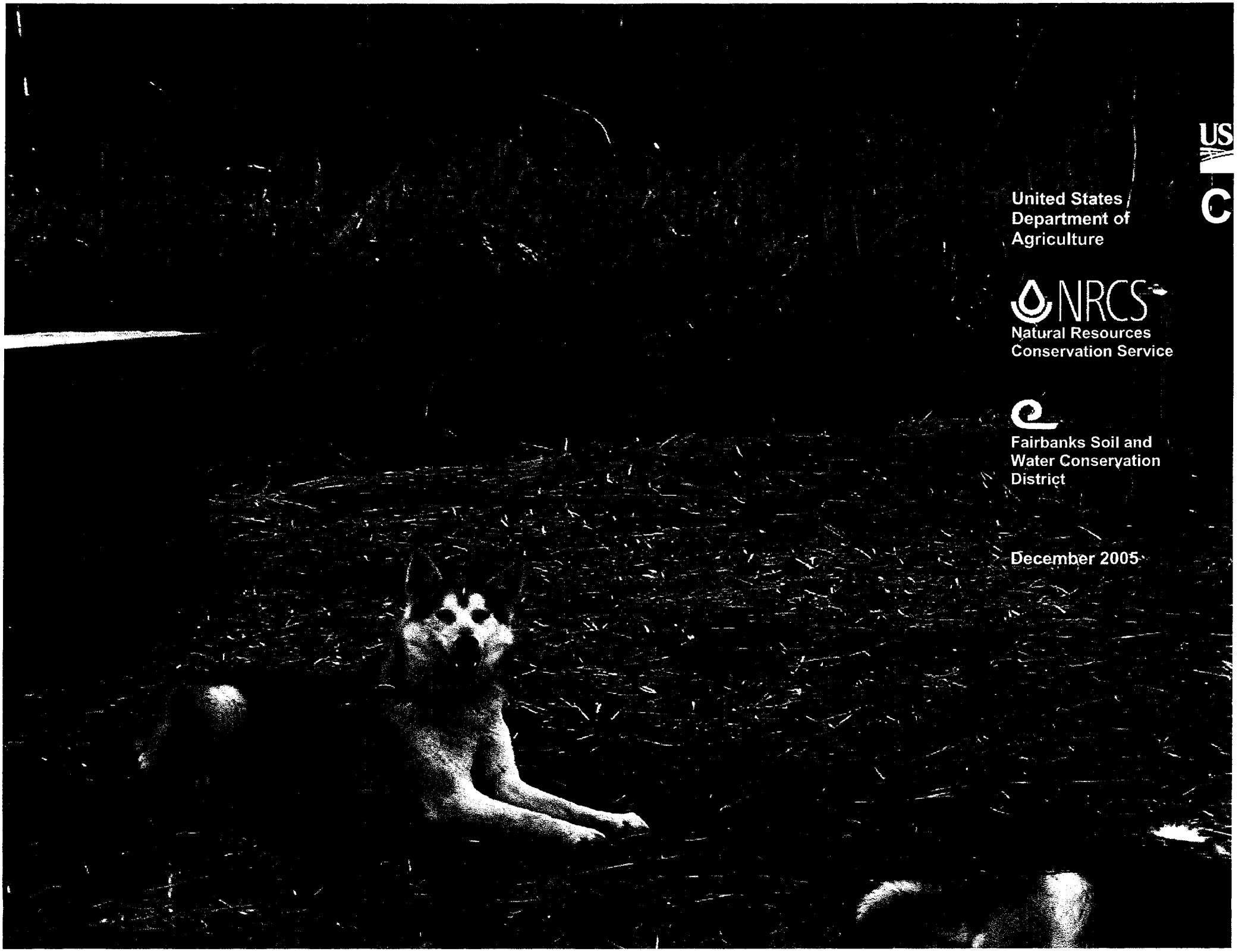

United States
Department of
Agriculture

NRCS
Natural Resources
Conservation Service

Fairbanks Soil and
Water Conservation
District

December 2005

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Credits

Photos by Ann Rippy, Cassandra Stalzer and Mitch Michaud, Natural Resources Conservation Service. Compost bin illustrations by Ellen Million and Noël Bell.

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Introduction

Archeological evidence shows that dogs have been used in Alaska for hundreds of years as transportation, hunting, and pack animals. The tradition of living close to canines continues today as Alaska dogs function as devoted pets, competitive athletes, and tireless laborers.

The Environmental Protection Agency estimates that the typical dog excretes three quarters of a pound of waste per day—or 274 pounds per year[1].

A musher with a modest-sized kennel of 20 dogs must dispose of more than two tons of dog waste annually!

To get an idea of the scale of the dog waste generated in Alaska, consider that in Fairbanks and Anchorage alone, an estimated 20 million pounds of dog waste is produced each year.

Left alone, dog waste can pollute ground and surface water, attract flies and pests, cause an unpleasant odor, and create unsanitary living conditions for dogs.

Dog waste can also transmit parasites and infectious diseases.

Dog waste is a safe soil additive for revegetation and landscaping when it is composted properly.

Composting dog waste is a simple and inexpensive method for disposing of dog waste that can enhance the environment and reduce the amount of waste deposited in landfills[2].

The Dog Waste Compost Study

In 1991 the Fairbanks Soil and Water Conservation District, with technical assistance from the USDA Natural Resources Conservation Service, conducted a study with dog kennel operators to evaluate the possibility of composting dog waste in northern climates.

[1] The actual volume of dog waste depends on the dog and its diet. Working dogs that are fed high protein, high energy diets of concentrated feed will produce less waste than less active dogs that are fed a less concentrated feed.

[2] This study only included dog waste. Cat and other pet wastes were not studied. Cats may carry parasites that are harmful to human fetuses. We do not recommend adding cat waste or cat litter to your compost.

The goal of the study was to develop easy yet effective dog waste composting practices that reliably destroy pathogens found in some dog feces.

This publication draws upon the results of the original study and more than a decade of additional experience.

The Benefits of Composting

- Composting removes raw dog waste from the environment where it can pollute groundwater and streams.
- Good composting destroys pathogens and produces a safe soil amendment.
- Good on-site composting eliminates transporting dog waste to a disposal facility. This saves time, money, energy, and landfill space.
- Good composting produces a quality soil additive that improves both the physical condition and fertility of the soil.

Composting can reduce the volume of dog waste by 50 percent. The mature compost pile in the foreground once filled the bin seen in the background.

Uses for Dog Waste Compost

Compost is an excellent source of organic matter to add to your garden or potted plants. It helps improve soil structure which contributes to good aeration and moisture-holding capacity. Compost is also a source of plant nutrients.

Compost can also be used as a mulch material.

Dog waste compost can be used as a soil additive for revegetation, lawn establishment, and planting beds. It should not be used on crops grown for human consumption. When used in a potting mix or flower beds, a 25 percent compost blend is recommended. Compost has a relatively high salinity and is not recommended for germinating seedlings.

What is Composting?

Composting is the controlled breakdown or degradation of organic material into a product known as humus. Dog waste composting is a natural process that requires air, water, organic matter, microbes and a little human intervention.

Supplies

Composting requires a supply of nitrogen-rich materials (sometimes referred to as green or wet materials) and carbon-rich materials (dry or brown materials).

Nitrogen rich (wet) materials include:

- dog waste
- green grass clippings
- vegetable waste
- other animal manures
- bagged fertilizer

Think Protein!

Nitrogen is a major component of protein, so when you look for nitrogen rich materials for your compost, look for materials high in protein like fish waste, blood meal, cottonseed meal, and some kitchen scraps.

Carbon rich (dry) materials include:

- sawdust
- chopped straw or hay
- shredded newspaper
- dog bedding
- fallen leaves

- A long-stemmed thermometer is necessary to monitor compost temperature and can be found at some garden supply stores.

- You might find a moisture meter helpful for monitoring the moisture content of the compost pile.

- You will also need a shovel or fork for turning the compost. Our experience was that a long-handled hay fork is easiest to use when turning and mixing, while a shovel is handy for adding and measuring ingredients.

- You will need some kind of bin to contain the composting material. You can compost in a pile or a pit, but it will be difficult to reach the high temperatures needed to destroy pathogens and the process will take longer. Bins improve aeration and facilitate easy turning of the compost. See bin designs on page 4. You will need at least two bins, one for collecting waste while the other is actively composting.

- You will also need a reliable supply of water. Although water from a garden hose is fine, you may want to temper your water by letting it sit in the sun to warm before adding it to the compost. Cold water, even from rain, will lower the temperature of the compost. This is one reason to keep a cover on your compost bin.

REMEMBER—Small particles have greater surface area than large particles. The finer your composting ingredients are chopped, the hotter your compost will be and the faster it will progress. The best carbon source identified in our study was fine sawdust like that found at a woodworking shop or construction site.

Dog bedding is a ready source of carbon rich material in some kennels.

Composting Dog Waste—Step by Step

There are two methods you can use to build your compost pile. The first is to collect the materials separately and then mix them all at once. The advantage of this method is that the materials will not begin to decompose until mixed. You will get the highest temperatures and the fastest compost when dog manure, carbon, water, and air are all introduced at the same time. However, this method might have a higher "gag factor."

Compost Recipe

Proportions:
2 shovels full of dog waste
1 shovel full of sawdust or other carbon rich material

Build the pile:
Thoroughly mix sawdust and dog waste, adding water as you go.
Keep covered and let it "cook."
When the temperature drops, turn the pile.
Repeat until the temperature stops rising after turning.
Cooking time varies from 6 to 8 weeks.

The second method is to add the carbon source to the dog waste as you collect it from the dog yard and mix it as it is placed in the bin. This method is easier and as long as the pile remains dry, very little decomposition should happen until you are ready to turn the pile and add water. Because the pile of mixed dog waste and carbon will have a less offensive odor than if the materials are collected separately, many people prefer this method.

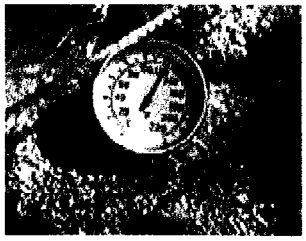
- To begin, choose a sunny, dry site near the dog area for your compost bin. The site should not be near pregnant or nursing dogs, or where runoff from the pile would flow into the dog yard.
- For every two shovels full of dog waste, add one shovel full of sawdust or other carbon source. Mix thoroughly after each addition.
- Add water in small amounts until the compost mixture is as moist as a wrung out sponge.
- Continue adding ingredients until the compost is two to three feet deep. Once a bin is full, do not continue adding fresh materials.
- Place a cover on the compost mixture. Microbes will begin breaking down the organic materials. As the microbes go to work, they release heat and increase the temperature of the compost pile.
- Insert the compost thermometer daily and record the internal temperature. When the temperature starts to decline—usually in two weeks—it is time to turn the compost.
- Turn the entire compost pile—from the outside to the inside—in order to ensure that all the material reaches the high temperatures needed to kill pathogens. Repeat the turning process each time the internal temperature of the compost drops. After several cycles, the compost will not heat up. This indicates that the compost process is complete.
- Cure your finished compost for several months or even a year before using it. This will stabilize the pH and ensure that the decomposition process is complete.

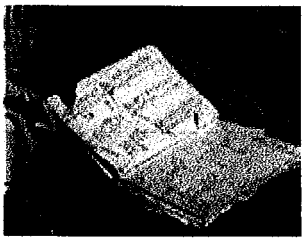
REMEMBER—It takes at least 10 dogs, preferably 20, to generate enough waste to maintain a bin. A large pile (3 to 5 foot cube) is needed to provide insulation and keep temperatures high in the pile's center. For fewer dogs you can keep a separate compost bin for dog waste and add grass clippings or other nitrogen sources to increase the volume. Treat the finished compost as you would other composted dog manure.

Compost and Temperature

The temperature of a compost mixture is very important. It reflects the level of microbial activity. The center of the compost mixture is the hottest, so insert the thermometer toward the center when taking the temperature. Repeat this in several places. Write the temperature with any comments in a daily record.

A thermometer and good record keeping are essential to successfully composting dog waste.





Temperatures in fresh compost mixtures rise quickly—up to 160° F and greater—then decline slowly until the compost temperature approaches air temperature. If you do not see this rapid rise and gradual decline of internal temperatures, the compost recipe may need to be adjusted (see Troubleshooting tips on page 8).

Declining temperatures indicate it is time to turn the compost. Take care to mix the outside materials towards the center. It will take several turnings over a period of six weeks or more for the compost to be mature.

Compost temperatures can get too high. Don't plunge your hand into the center of an active compost pile. In very rare cases, extremely high temperatures can cause a pile to ignite. Add water to a very hot pile to quickly drop the temperature.

Important!

Compost must reach 145°F for several days to destroy pathogens.

Composting and Winter

It is possible to compost into the fall, but eventually the cold inhibits the microbial activity. The result is a build up of dog waste in the winter months. With a little planning, the buildup can be added to bins during the winter, and then effectively composted in the warmer months. During the Fairbanks Soil and Water Conservation District study, these steps encouraged good composting throughout the year:

- When clearing waste from the dog area, add the carbon source directly to your bucket, wheelbarrow or whatever receptacle you use for collection. Mix the carbon source and dog waste together, then add the mix to the compost bin.
- Store the compost ingredients directly in the bins; after spring thaw, turn the pile and add water to begin composting.
- Avoid mixing excess snow with the dog waste.
- Don't let your pile grow too large. If your winter compost pile will exceed five feet across before spring, either start a second pile or consult local NRCS staff for more information on large-scale animal waste composting systems.

Compost Bin Designs

There are many bin designs to choose from and new ideas come along every year. Spend a little time learning about bins now, and you might save yourself frustration and expense later on. Choose a system that meets your individual needs and fits your site.

Wire Cylinder

Wire bins were overwhelmingly preferred by mushers participating in the Fairbanks study. They are inexpensive and can often be built from materials on hand (see instructions on page 7 to easily construct this bin). Some have a wooden frame to provide support, and many can be made larger or smaller to accommodate the amount of material available for composting.

The compost material in wire bins is very easy to turn. The bin can be disassembled then reassembled next to the compost pile. The compost is then turned back into the same bin.

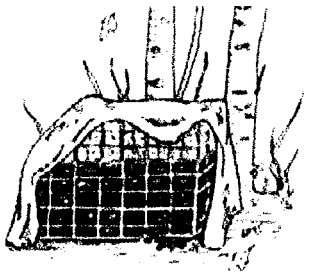
Wire bins allow the most air to reach the material, resulting in high compost temperatures and more complete destruction of pathogens. Wire bins produce hot, fast compost that will mature quickly, but the bins need to be tended more intensively than do other designs.

Wire bins are a good choice where rodents or other pests are a problem.

One drawback to wire bins is that they do not retain heat as well as plastic or wood bins and so probably are not a good choice for cool, wet climates or areas with an extremely short compost season.

Some wire bins are not very sturdy and can be crushed in a busy dog yard. Don't expect light weight wire bins to last more than a few years.

Wire Bin (Puppy Pen)

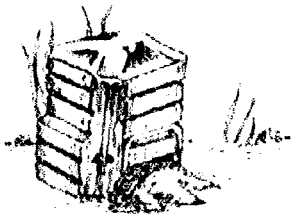


Puppy pens are a good choice for composters with only a few dogs and who plan to add a lot of leaves and grass clippings to their compost. You can find commercial versions of these wire bins, which makes them convenient for those who don't want to build their own.

Be aware that wire bins with large openings may have trouble containing compost. But like other wire bins this design provides the most air to the compost material, which produces hot, fast compost.

Wire bins do not retain heat as well as plastic or wood bins. They are probably not a good choice for cool, wet climates or areas with a frost-free season of two months or less.

Rigid Plastic Bins

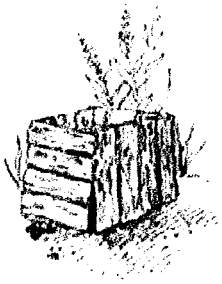


These bins are small and blend in with gardens and landscaping. They tend to stay warmer in cool, wet weather than some of the other designs, which can extend the composting season into the fall months.

If time to tend the pile is limited, then rigid plastic bins are a good choice. You can add material at the top and use an aerator tool for mixing. Finished compost is extracted from an opening in the bottom.

These bins allow less air to reach the material than do wire bins and therefore do not reach the high temperatures you can expect with wire bins. They also are too small to compost waste for large numbers of dogs.

Pallet Bin



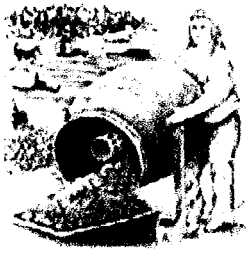
Wooden bins that are made from pallets or slab wood are cheap and effective. You can build a bin with four pallets and a few feet of twine in less than an hour.

Pallet bins are not very flexible in terms of size, are very heavy and can make turning the compost difficult. Wood tends to decompose over time and bins will have to be replaced after a few years—particularly in wet climates.

Pallet bins are an excellent choice for storing carbon materials and finished compost.

Pallet bins allow the compost material to receive plenty of air but they are not a great choice if rodents or other pests are a problem. Lining a pallet bin with hardware cloth is an option if pests are a problem.

Tumbler Bins

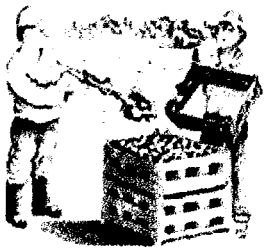


Tumbler-type compost bins tend to be more expensive to build or purchase. Some incorporate a pipe for passive aeration but all are intended to be rotated to stir the compost.

For many tumbler models, rotating the bin is more difficult than it looks. Physics is on your side but you are still moving the entire contents of the bin at one time. Some bins have the annoying habit of losing the lid and dumping the contents on your feet. If possible, try using the tumbler before you purchase it.

These bins should not be filled more than about one-half full to leave room for mixing. Tumblers allow less air to reach the compost material than do many other systems and do not reach the high temperatures you can expect with wire bins.

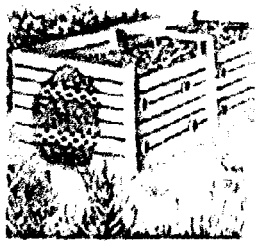
Stacking Type



You can purchase a three-tier stacking bin made of recycled plastic or build your own out of wood. Either way, this kind of bin is easy to turn and very tidy looking.

These bins share many of the drawbacks of the rigid plastic bins. They are small and do not allow a lot of air to reach the compost material, but they retain heat well and may extend the compost season.

Passive Aeration



Passive aeration can be used with a variety of bin types. The idea is to get oxygen into the center of the pile without having to turn or stir the compost. Perforated pipe is inserted into the compost as the pile is constructed. The ends of the pipe are left open to allow air exchange.

The initial construction of a passive aeration system requires a little more forethought and a lot more management than a turned pile, but it eliminates much of the work. The compost temperature should

be monitored and water must still be added regularly.

One step up from the passively aerated pile is a forced air system where a blower or pump is connected to pipes to force air into the center of the pile.

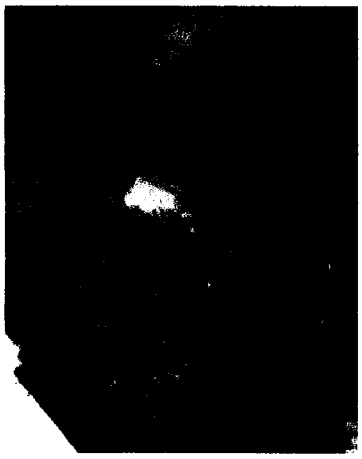
For help designing forced aeration and other complex systems consult NRCS or another qualified professional.

Compost Maturity

The easiest way to determine if compost is mature—meaning all the organic materials have degraded—is by monitoring the temperature. If, after several turnings, rewettings and aerations, the compost does not reheat spontaneously, it is probably mature.

Compost maturity has important implications for plant growth. The final step in composting is to cure the compost for at least a month and preferably over winter.

Cured compost does not compete with plants for nutrients. If unfinished compost is mixed into the soil, it may tie up oxygen and nutrients necessary for plant growth. These nutrients are not gone from the soil, but made unavailable to the plants until the organic matter is broken down.



Mature compost has a dark color, is moist and crumbly, and has a pleasant earthy odor.

Health Concerns

All compost contains mold and fungus spores which may cause an allergic response in sensitive individuals.

Keep animals, particularly puppies and pregnant females, away from the compost area to prevent transmitting any disease to other dogs, livestock, and wildlife.

Dogs can transmit diseases to humans regardless of whether you are petting a dog or shoveling waste into a compost bin. Children can be at greater risk because they frequently put their hands and other items in their mouths.

REMEMBER—The best way to decrease health risks associated with dog waste is to have healthy dogs. Follow a worming schedule developed by a veterinarian familiar with local conditions.

Health risks vary depending on the climate, so ask a local veterinarian to recommend a parasite control program suitable for your area.

Although there are many potential pathogens, the primary agents for disease are roundworm eggs. They are too small to see with the human eye. Dogs become infected with roundworms by swallowing the eggs in soil where other dogs have defecated. Infected female dogs pass on roundworms to their puppies. Roundworm eggs hatch in the dog's intestine, migrate through the liver and lungs and return to mature in the intestine. The adult roundworm lays eggs which are passed on to the soil, thus completing the life cycle. If humans ingest the eggs, they hatch in the intestine and migrate to other body tissue like lungs, liver, and spinal cord. The larvae can even attack the retinas in the eye.

In certain geographical areas, other parasites may be a problem. One tapeworm (*Enchinococcus sp.*) found in remote regions can produce life-threatening cysts if ingested.

Disease transmission from most parasites one might encounter when composting dog waste can be avoided by not coming in contact with the eggs.

Do not compost waste from dogs showing signs of disease or illness. This waste should be disposed of in another manner.

Decrease health risks by:

- Wearing rubber gloves and always washing hands after handling dogs or dog waste
- Confining dog waste to a specific area
- Not including waste from unknown dogs
- Keeping dog waste tools and clothing separate from other tools and clothing
- Not feeding dogs raw meat or fish
- Do not allow children to play in areas where dog waste compost has recently been applied
- Consulting a veterinarian about a parasite control program for your area
- Not applying dog waste compost to crops intended for human consumption

Building A Wire Compost Bin

Materials:

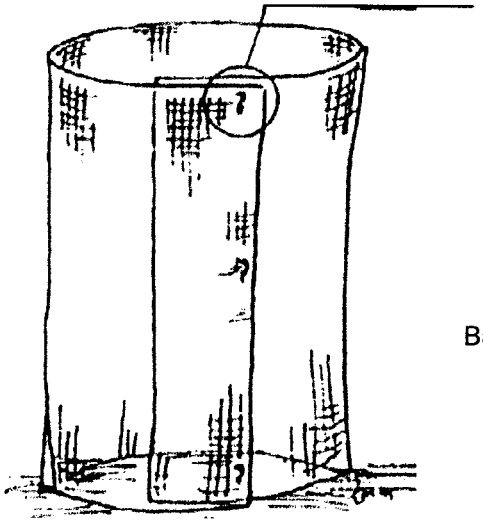
- ✓ 10' of ½" hardware cloth, 3' wide
- ✓ 3 swivel snaps
- ✓ Wood or plastic for bin cover

Tools:

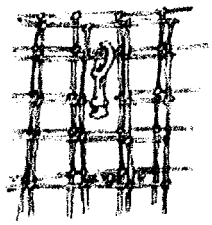
- ✓ Wire cutters
- ✓ Gloves
- ✓ Tape measure

Cut a 10' length of hardware cloth. The cloth will naturally form a circle because it has been stored in a roll. Overlap the edges of the cloth by at least 6". Use the wire cutters to remove one side of a ½" square. This makes it easier to clip the swivel snaps into the hardware cloth. The cut will need to go through both layers of hardware cloth. Make three of these cuts evenly distributed along the overlap as shown in the drawing. Clip the bin together using the three swivel snaps. Stand the bin upright and fill the bin with materials to be composted. Cover the bin with a sheet of plastic or piece of plywood to retain heat and keep out rain.

Finished Bin



Clipping the Bin Together



Brass Swivel Snap

Troubleshooting

Condition	Possible Cause	Solution
Compost does not heat up or heats up slowly	➢ Not enough nitrogen source	Add dog waste or other nitrogen source
	➢ Not enough moisture	Add water
	➢ Not enough air	Turn compost pile
	➢ Too much moisture	Add dry materials, mix and cover
Compost smells bad	➢ Too much nitrogen source	Add sawdust or other carbon source
	➢ Too much moisture	Add dry materials, mix and cover
	➢ Not enough air	Turn the compost pile and/or consider an alternative bin design
Fly infestation	➢ Fresh materials near the surface	Cover new compost with a layer of finished compost, sawdust or wrap bin in porous weed control fabric
Extremely high temperatures in excess of 160°F	➢ Compost pile too large or too much air	Divide compost, add water and turn You can add water in an emergency to quickly lower temperatures

Record Keeping Sheet

Kennel Name _____ **Starting Date** _____

Date	Temperature	Comments
Example 6/12	98	Loaded bin today -temp already rising

Concerns that have been brought to our attention:

Lights- we do have lights on our shed and a yard light.

Dogs will be in the exercise yard up to four times per day. Group play will be during daytime hours, quiet hours overnight. There may be times when dogs need to be outside during later hours, but will be on an individual basis and 1:1 with a staff person.

Noise: excessive barking potential

Noise mitigation:

1. Insulation of the building - rock wool and fabric noise reduction panels, rubber floor mats, curtains on the windows.
2. Outdoor plantings of shrubs to compliment existing tree lines, distance from neighbors helps reduce decibels
3. Canvas along fencing while plantings grow.
4. Supervision of dogs while outside, take action with excessive barking to include working directly with the animal to determine the problem (hunger, fear, curiosity, lack of training), move the animal back inside for continued work. Possibly send home early if problem cannot be remedied.
5. Screening dogs: owners will complete a pre-visit screening to include questions about the dogs health and vaccinations, temperament, training, socialization and schedule.
6. Excessive barkers will not be allowed to return without proof of completion of appropriate training.
7. Dogs will be provided enrichment activities such as puzzle feeders, feeding mats, frozen treats, and scented items.
8. Music will be played to help calm the animals.
9. Trails on the property will be utilized to provide exercise. Tired dogs sleep better!
10. Move dog to a kennel inside the house to remove the animal from connection and scent of other boarded animals.
11. Aggressive dogs and/or dogs who have a history of biting will not be allowed.

When dogs are boarded at our facility, there will always be a person on site to supervise.

The building will be well ventilated, with barn fans, open doors and windows to control heat, mini split air conditioners will be added as needed.

Electric heating units will be added for winter heating needs.

RECEIVED

JUN 14 2023

Chisago County
Dept. of Environmental Services
BG

RECEIVED

JUN 15 2023

Chisago County
Dept. of Environmental Services
BG

DATE: 6/12/2023

TO: Sunrise Township Board of Supervisors, Chisago County Planning Commission, Chisago County Environmental Services, Chisago County Board of Commissioners.

FROM: Eric and Tara Leivian – 12810 Saint Croix Trail, North Branch, MN 55056. PID 09.00158.10.

RE: Items for consideration regarding the Interim Use Application at 12690 Saint Croix Trail, North Branch, MN 55056 for a dog boarding facility.

Background

We are the owners of the property that is adjacent to the southeast of the applicants. Our entire western boundary, and part of our northern boundary is shared with the applicants. Our property address is 12810 Saint Croix Trail, North Branch, MN 55056, PID 09.00158.10

We have owned and occupied the residence for 12 years. Eric has worked in Fraud and Corporate Security for over 15 years and is currently a Risk Manager for a large regional bank. He specializes in fraud technology and fraud strategy risk. For the past three years he has worked from home, and will continue to do so, as his job is classified as 100% remote. He holds a bachelor's degree in business law. Prior to his work in Fraud and Corporate Security, Eric studied audio production, with an emphasis in acoustic science. After completing an A.A.S degree, Eric worked professionally as a live sound and studio engineer as well as a professional musician. Eric spent over four years in the music industry working in Germany and the United States in recording studios, live sound venues and on stage. As a hobby, he remains active in audio production.

Tara has worked for the State of Minnesota for 19 years. She has held several clinical positions within the Department of Human Services (DHS) and the Department of Corrections (DOC). She currently works out of the DOC facilities in Rush City and St. Cloud. Tara holds a bachelor's degree in criminal justice, a master's degree in marriage and family therapy, and is a MN state Licensed Marriage and Family Therapist (LMFT).

On the afternoon of Tuesday June 6th, prior to that evening's Sunrise Township planning commission meeting, we were made aware of an application at the adjacent property, address 12690 Saint Croix Trail, North Branch, MN 55056. The application is regarding an Interim Use Permit (IUP) for a dog boarding facility. Due to the late notice, and as a potentially impacted property, we were neither prepared for nor able to attend the meeting. Following the meeting, the applicants stopped by to provide the packet submitted and provide additional details of the application. We informed them we would review the information and reach out with questions and/or comments. After we had time to review the packet, Eric reached out to the applicants on Saturday June 10th for additional clarification on items that were either A) not discussed in

the application or B) additional clarification was needed. A synopsis of the questions and responses are as follows. Please note these are not direct quotations:

- Would there be any turn out at night (outside of a special need, emergency, etc.)? *Applicants advised there is not be any turnout at night.*
- Would the outside play be supervised? *Applicants advised the outside play was to be supervised.*
- Would any additional high intensity lighting be added (e.g., stadium style lighting)? *Applicants advised no high intensity lighting would be added, just the typical lighting seen on barns and outbuildings would be utilized.*
- The application references a heating system for the colder months. During the summer would there be a cooling system, or would the large garage door be utilized? *Applicants advised the plan in the summer was to open the garage door with air circulation, with additional evaluation done as needed.*
- Would there be a barking and/or noise response plan to ensure timely remediation should the need arise, and could it be considered? *Nothing in the affirmative. Applicants advised they would look into what other boarding facilities have done.*

Based on the new information and clarifications provided to us by the applicants, we would ask the reviewing authorities include it in their evaluation. In addition to the information above, we felt it prudent to evaluate the information in the packet regarding distances, decibel levels, existing/proposed screening and its effectiveness. We ask that the items presented below be evaluated by the reviewing authorities to ensure the tranquility and enjoyment of our property is not overlooked.

Items for Consideration:

Evaluation of noise mitigation efforts

We believe that the applicants and the Sunrise Township Planning Commission erred in their evaluation of sound mitigating screening by applying a rationale that is not consistent with the Chisago County Zoning Ordinance Section 7, Performance Standard 7.05. The provision states:

> *Noise and vibrations generated from any use shall be in compliance with Minnesota Pollution Control Agency rules. Any use established shall be so operated that no undue or objectionable noise resulting from said use is transmitted beyond the boundaries of that plat line of the site on which such use is located.*

Within the application, the applicants cite two tree lines separating the area of intended use from adjacent properties (our property being adjacent). However, an integral portion of the second tree line cited at the property line for noise mitigation is on our property (as seen on Fig. 1). Meaning, the applicants and the Sunrise Planning Commission are counting our trees/screening as a sound mitigating resource as a means of preventing "undue or

objectionable" noise originating from the applicants' property as the noise abatement for our property. We believe there are three issues with this rationale:

1) Based on Performance Standard 7.05, sound is evaluated at the property line. If the sound is undue or objectionable at the property line, then any natural screening on our property is irrelevant to applicants' desired use.

2) By using our trees/screening as a mitigating factor it unduly restricts our right to effectively enjoy the entirety of our property. If we so choose to expand or utilize that portion of the property by removing or thinning the trees, the onus was never on the applicants to effectively mitigate undue or objectionable noise transmitting from the applicants' said use. It effectively places that responsibility on us, if the permit is approved. The use of our property as mitigation for any noise the applicants' use may produce would result in a direct contradiction to Performance Standard 7.05. Essentially, it would not allow us to fully enjoy our property, because by doing so, we would be subjecting ourselves to undue or objectionable noise by expanding upon or utilizing that area of the property. This would be prioritizing the applicants' present desired land use of their property over that of any future use by us on our property.

3) Because noise transmitted from the applicants' use is measured at the boundaries, we do not believe the distances provided by the applicants accurately reflect the true distances as measured from the edge of the applicants' site use to the closest boundary point (our northwest corner) of our two properties. The distance illustrated in applicants' packet indicate a distance of 606 feet. When applying the standard above, the distance measured from the southeast corner of the applicants' described animal play area to the northwest corner of our property is approximately 346 feet, and approximately 490 feet from southeast corner of the applicants' described boarding building, as illustrated on (Fig. 1 provided).

Decibel Decay Over Distance and Screening

Human hearing is in the frequency range of 20 Hz – 20,000 Hz (Purves D, 2001), with the human auditory system most sensitive to mid-range frequencies, specifically the 2,000 Hz to 5,000 Hz range (Gelfand, 2009). This is known as the "critical bandwidth" for human hearing. Additional studies have indicated a broader range of 500 Hz to 4000 Hz (National Research Council (US) Committee on Disability Determination for Individuals with Hearing Impairments, 2004). At these frequencies, our ears are more responsive to sound and typically perceive it as being louder compared to very low or very high frequencies of the same intensities. This is important for the following two reasons:

1) **Screening:** The applicants provide details regarding existing and proposed screening as noise reduction mitigation efforts. As previously discussed, we do not believe any trees/screening that exist on our property can be considered or used by the applicants as mitigation efforts toward their activity. We offer three items for consideration

regarding the existing and proposed screening, all three items are supported by USDA research: Using agroforestry to buffer noise. (Straight, 2011)

a. Any planned or planted screening has not yet reached maturation. Any area with clear line of sight provides no abatement to noise.
b. The noise buffer must completely block the line of sight. If any light is seen through the buffer, it is providing no appreciable noise reduction. The USDA research concludes when only using trees and shrubs the planting must be at least 100 feet wide, and even with such width, reduction of noise greater than 5 dB is unlikely.
c. During the autumn, winter and spring months any deciduous buffer will offer no mitigation due to the reemergence of line of sight resulting from dropped foliage, as well as the lack of mature evergreen screening with a sufficient width (as articulated by USDA research).

2) **Decibel Decay Over Distance:** As sound travels from its point of origin its energy decays, meaning its energy intensity reduces with the square of the distance from the source (aka Inverse Square Law). For every doubling of distance, the sound level is reduced by 6 dB (in simple terms a decibel or dB measures the amplitude or "intensity" of a sound wave, it is a logarithmic unit of measure that quantifies the ratio between two sound intensities). In order to accurately assess the true impact of sound at the property line the decibel decay must be calculated and evaluated. This is done by using the logarithmic formula below:

$L2 = L1 - 20 * \log10(D2/D1)$

L1=Sound level (dB) at point of origin
L2=Sound level (dB) at final distance
D1=Distance (ft) observed from the sound source
D2=Final distance (ft) from sound source.
Log10=Logarithm to the base 10
20=Converts the distance ratio into a dB value, each 10-fold change in distance corresponds to a change of approximately 20dB.

**It is worth noting temperature, atmospheric pressure, and humidity play a role in decibel decay, however, at the distances being evaluated here they are negligible (i.e.+/- <1 dB)*

The applicants state a group of dogs can reach up to 115 dB and individual dogs up to 90 dB. When applying the formula above to determine decibel level as a result of decay, using the property line distances, above, that conform to Performance Standard 7.05 (*i.e. 346 feet from the edge of the applicants' described play area to our northwest corner property line, and 490 feet from the applicants' building to our northwest corner property line*), with a starting distance of 10 feet from the point of origin (*there is no standard amongst studies for starting distance for decibel evaluation, some studies have*

used as little as 1.2 meters [3.93 feet] from the source, others have used up to five meters [16.4 feet] from the source. 10 feet is the average) the results for expected decibel levels at the property line are as follows:

High end dB level (115 dB) for group of dogs as articulated by the applicants.

115 dB – 20 * log10(346ft/10ft) = **84.21 dB** *at the property line where our northwest corner meets the applicant's property measured from the edge of the described play area.*

115 dB – 20 * log10(490/10) = **81.19 dB** *at the property line where our northwest corner meets the applicant's property measured from the southeast corner of the boarding building.*

All decibel levels and distances using the formula above are in the table below.

Sound level (dB) at point of origin	Distance 1 - 346 Feet	Distance 2- 490 Feet	
115	**84.21**	**81.19**	**Sound level (dB) at final distance (property line)**
110	79.21	76.19	
90	59.21	56.19	
80	49.21	46.19	

Conclusion:

Based on the information above, it would be reasonable to conclude with a high likelihood that barking produced by a group of dogs in and/or near the area described by the applicants, if not mitigated properly, would result in a violation of the MPCA rules on noise pollution. This would include almost the entire play area described by the applicants and possibly the building's garage door (should it be open). Additionally, it would be reasonable to conclude with a moderate likelihood that a single dog, if not mitigated properly, could violate MPCA rules if the barking exceeds 90 dB for longer than 30 minutes of every hour depending on the location within the play area, in addition to the south and east of the described area. Lastly, it is important to note barking falls within the critical bandwidth of human hearing as described above (500 Hz – 4000 Hz). Excessive noise, especially that which falls within the critical bandwidth of human hearing is perceived to be even louder due to the range of frequencies involved and sound pressure levels (unweighted decibels). MPCA rules evaluate in dBA's which is a weighted decibel scale to approximate the way the human ear hears a sound. In human hearing, loud decibel low frequencies (below 500 Hz) are perceived as quieter than unweighted decibel levels, whereas frequencies falling within the critical bandwidth of human hearing (and

dogs barking) are perceived as *louder* (dBA's would most likely be higher than the numbers provided above) than unweighted decibel sound pressure levels. The decibel calculations above are unweighted decibel sound pressure levels. Decibels (dB) and dBA are not easily converted. An A-weighting filter, that emphasizes 500 Hz – 10,000 Hz is needed to evaluate a dBA reading. As a final note, metal structures such as the exterior walls of the boarding facility have reflective properties. Through a phenomenon known as resonance, sound waves that would normally disperse in open air or be absorbed by sound-deadening materials heading the opposite direction can synchronously vibrate the metal and reflect back toward the source and beyond, potentially amplifying the sound.

With the data provided above in mind, we have concerns that the tranquility and enjoyment of our property will be adversely impacted and diminished by noise pollution as a result of the proposed use. We respectfully ask the reviewing authorities to evaluate and consider the topics and information provided. If the permit is approved, apply conditions that will prevent undue or objectionable noise at the property line, and ensure the standards on noise pollution established by the State of Minnesota and the County of Chisago, MN are upheld.

Please feel free to reach out with any questions.

Sincerely,

Eric and Tara Leivian

Contact:
Eric Leivian
Phone: 651-497-9309 Email: eleivian@gmail.com
Tara Leivian
Phone: 763-267-1887 Email: trleivian@gmail.com

Works Cited

Gelfand, S. (2009). *Essentials of Audiology.* New York: Thieme.

National Research Council (US) Committee on Disability Determination for Individuals with Hearing Impairments. (2004). Hearing Loss: Determing Elgibility for Social Security Benefits. *Basics of Sound, the Ear, and Hearing*. (V. H. Dobie RA, Ed.) Washington, DC, USA.

Purves D, A. G. (2001). *Neuroscience. 2nd edition.* Retrieved from NIH - National Library of Medician, National Center for Biotechnology Information: https://www.ncbi.nlm.nih.gov/books/NBK10924/#

Straight, R. (2011, May 1). *Using agroforestry to buffer noise.* Retrieved from United States Department of Agriculture: https://www.fs.usda.gov/nac/assets/documents/agroforestrynotes/an42w05.pdf

Additional Resources

https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8772564/
https://extension.purdue.edu/extmedia/va/va-18-w.pdf
https://www.pca.state.mn.us/sites/default/files/p-gen6-01.pdf

* Red shaded area is the second tree line.

Scale 1: 1500

AGROFORESTRY NOTES
AF Note – 42
May 2011

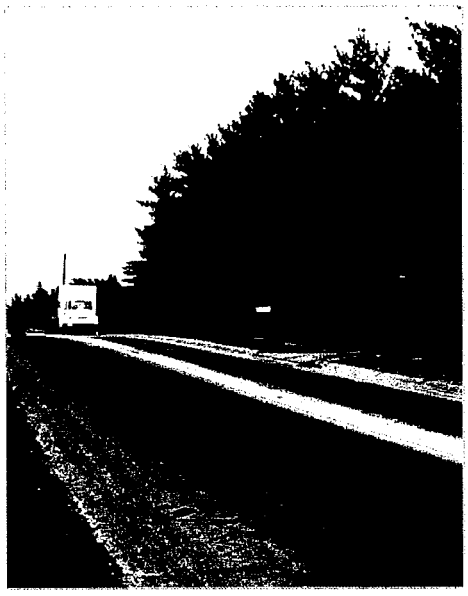
Using agroforestry to buffer noise

Introduction

Excessive noise is considered a form of environmental pollution and can have detrimental effects for individuals and their quality of life. Unwanted noise can cause anxiety, tension, and in some cases even illness. Prolonged exposure to high levels of noise can also cause hearing loss. Outdoor noise invades our recreational areas, parks, playgrounds, schools, and even our backyards.

Obviously the most effective way to reduce noise pollution is to reduce the noise level or to completely enclose it. Quieter running lawn equipment, different road surface materials, and slower traffic speeds are all ways to lower noise levels. When noise generation cannot be reduced, creating noise barriers or buffers between the source of the noise and the recipient is another option. The amount of noise acceptable varies depending on the individual and the circumstances surrounding the situation.

Measuring noise levels is not a simple matter. High and low frequency sounds travel differently and sound waves bend over and around objects and barriers. Noise can be reflected and it diminishes with distance. The volume of sound is commonly measured in decibels. Noise volume is most commonly measured using an A-weighted decibel scale (dBA), which approximates what the human ear can hear. Decibels are measured using a logarithmic scale. Consequently a 10 dBA reduction equates to a halving of the apparent noise level. Somewhere around 66 dBA is considered an acceptable noise level for daytime outdoor environments and about 50 dBA is desirable during evening hours.



Traffic noise on high speed roads is a common complaint. Noise can be partially deflected and absorbed with a combination of structural and vegetative practices.

USDA National Agroforestry Center file photo.

Types of noise buffers

Wood, masonry, or other solid barriers that are often erected for visual screening have proved useful as outdoor noise buffers. These barriers are often seen along high-speed roads within residential areas of cities.

Constructed earth berms are another type of solid barrier that is utilized to reflect and diffract road noise. Berms or linear mounds do require more space than walls and fences. Plant materials, such as trees, shrubs, and vines have often been considered by homeowners as effective noise buffers. But unless they are properly designed, possibly along with a solid barrier, most landscape vegetation will accomplish little more than "out of sight, out of mind" reduction in noise.

Noise buffer basics

There are some fundamental principles that apply universally regardless of the type of buffer used.

- First, the buffer density must result in completely blocking the view between the recipient and the noise source.
- Second, sound is refracted over and around buffers, bending toward the buffer or toward the recipient.

Consequently both the height and length of the buffer are very important. Noise buffers and barriers are most effective when they are located either near the source or the recipient. Buffers located midway between the source and recipient are relatively ineffective. Each of these factors will be discussed in more detail.

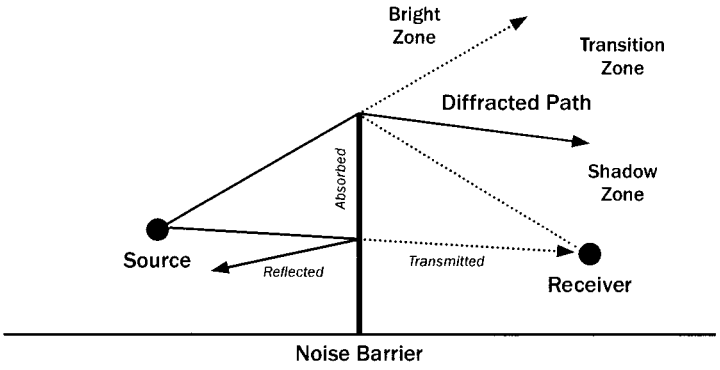


Figure adapted from the Federal Highway Administration's Highway Noise Barrier Design Handbook

Buffer location

The most effective location for a buffer is near the source of the noise; the next best location is near the recipient. The closer the buffer is located to the noise source the better. The buffer should be preferably within 50 feet in each case. Buffers located near the recipient are minimally effective when they are greater than 200 feet from the source.

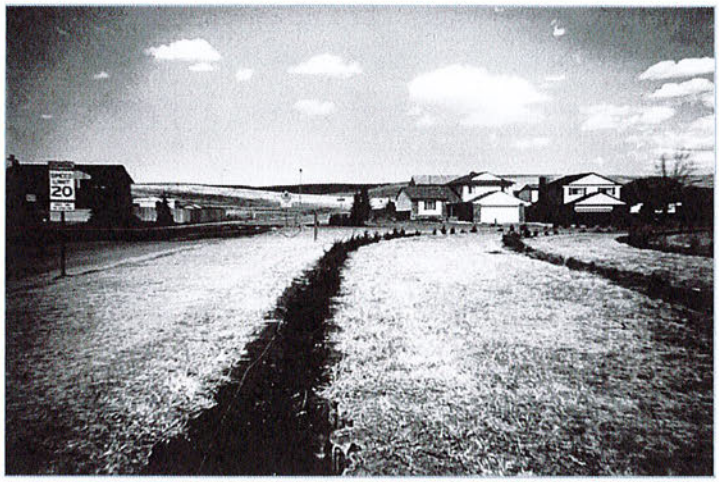
Buffer density

The noise buffer must completely block the line of sight. If any light can be seen through the buffer, it is providing no appreciable noise reduction. When only trees and shrubs are used for the buffer, this means the planting must be at least 100 feet wide with evergreen species for year around reduction. Even with wide and dense vegetative buffers noise reduction above 3 to 5 dBA is not likely.

To achieve a 10 dBA reduction (one half the noise level) either a very wide dense tree planting or including a solid barrier is necessary. Solid barriers can be either an earthen berm or a solid wall or fence. If a berm is utilized trees and shrubs should be planted on top and near the recipient. Planting on top of the berm creates a relative increase in height of the trees with respect to the recipient. Solid barriers also reflect sound back toward the source. If this is an issue, a row of shrubs can be planted near the solid barrier on the source side. If a solid wall is constructed the least effective location is within the tree planting and the most effective location is near the source.

A single row of trees will not provide noticeable noise reduction. At best they will provide a visual screen between residents and the noise source.

USDA National Agroforestry Center file photo.



A newly planted noise and visual barrier consisting of multiple rows of evergreen trees and close to the source of the undesirable road noise. Also note the slower speed limit that also reduces noise creation.

USDA National Agroforestry Center file photo.

Buffer length

Since sound refracts around the ends of a barrier or buffer the overall length is very important. The necessary length is best described with respect to the distance between the recipient, or the area for which the noise reduction is desired, and the buffer. The buffer should extend in either direction at least four times the distance between the recipient and the buffer. For example, if a 60-foot-wide house is located 75 feet from the buffer, the recommend buffer length is 660 feet ([4 feet × 75 feet left] + [4 feet × 75 feet right] + [60 feet house width] = 660 feet). If space does not allow for the recommended buffer length, some additional advantage can be gained by curving the ends of the buffer inward.

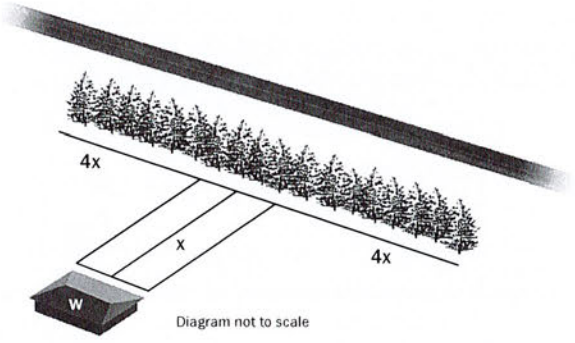


Diagram not to scale

Buffer height

Keep in mind, the relative height of the recipient location to the noise source will impact the buffer design. If noise reduction is desired for a two-story house, then the buffer must completely block the line of sight from the house roof to the noise source, commonly the street or highway.

Considerations

- *Cost and availability of materials:* The cost of trees and shrubs must be balanced against the cost of constructing an alternative structural barrier such as a wall or earthen mound.
- *Urgency of the situation:* Man-made landforms can be constructed rather quickly, whereas the time required to develop a tree and shrub buffer, capable of providing substantial noise protection, may take several years.
- *Aesthetics:* Certain situations are not compatible with a sterile-looking fence. Combining trees and shrubs with the structure will improve overall aesthetics and provide a softer profile increasing noise protection for the long term.
- *Safety and conflict:* Avoid planting under or over utilities, on rights-of-ways, and too close to sidewalks. Think safety to maintain visibility for pedestrians and traffic.
- *Traffic noise:* Traffic noise is a combination of the volume, speed, and number of trucks in the flow of traffic. Generally speaking 2,000 vehicles per hour is twice as loud as 200 vehicles per hour; 65 mph traffic is twice as loud as 30 mph traffic; one truck at 55 mph is twice as loud as ten cars at 55 mph.

Additional benefits and uses

Noise buffers can be designed for multiple uses and to produce a variety of products. For example, a noise buffer oriented properly may also serve as a windbreak. When the design includes a diverse mixture of native plants and physical structure, a noise buffer can also provide food, cover, and travel corridors for wildlife. Finally, individual plant species can also be incorporated for other products like fruits, nuts, or decorative florals.

Conclusion

Where noise is a problem and where a natural environment is sought, trees, shrubs, and other vegetation can offer more than just a psychological advantage gained by screening the view of the noise source. Anticipating a noise problem and employing vegetative noise buffers is an opportunity to act, rather than react.

Additional information

Suburban Noise Control with Plant Materials and Solid Barriers, David I. Cook and David F. Van Haverbeke, USDA Forest Service, Rocky Mountain Research Station, Research Bulletin EM100, 1977

Tree-Covered Land-Forms for Noise Control, David I. Cook and David F. Van Haverbeke, USDA Forest Service, Rocky Mountain Research Station, Research Bulletin 263, 1974

FHWA Highway Noise Barrier Design Handbook, U.S. Department of Transportation, Research and Special Programs Administration, John A. Volpe National Transportation Systems Center (Volpe Center), Acoustics Facility, in support of the Federal Highway Administration (FHWA), Office of Natural Environment, *wwwcf.fhwa.dot.gov/environment/noise/table.htm*

Keeping the Noise Down-Highway Traffic Noise Barriers, Federal Highway Administration Washington, DC 20590, *www.fhwa.dot.gov/environment/keepdown.htm*

This Quiet House-Noise Control for the Home, James P. Cowan, *www.nonoise.org/library/qz7/HomeNoiseControl.pdf*

Author

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USDA National Agroforestry Center

A partnership of

USDA Forest Service, NRCS Natural Resources Conservation Service

Contact: USDA National Agroforestry Center, 402.437.5178 ext. 4011, 1945 N. 38th St., Lincoln, Nebraska 68583-0822. *www.unl.edu/nac*

The USDA National Agroforestry Center (NAC) is a partnership of the Forest Service (Research & Development and State & Private Forestry) and the Natural Resources Conservation Service. NAC's staffs are located at the University of Nebraska, Lincoln, NE and in Blacksburg, VA. NAC's purpose is to accelerate the development and application of agroforestry technologies to attain more economically, environmentally, and socially sustainable land use systems by working with a national network of partners and cooperators to conduct research develop technologies and tools, establish demonstrations, and provide useful information to natural resource professionals.

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Becky Meyer & Bill Lloyd - Property owners Becky Meyer & Bill Lloyd are seeking approval of an Interim Use Permit (IUP) allowing a Commercial Kennel for pet boarding and daycare on 37.05± acres in the Agricultural (AG) District / Sunrise River Overlay (SO) District. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township, S16, T35, R20 (PID 09.00168.00).

Becky Meyer and Bill Lloyd property - ▯

Sunrise Township
S16, T35, R20
PID 09.00168.00

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Sunrise Township
S16, T35, R20
PID 09.00168.00

RESOLUTION NO. PC2023-0701

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

WHEREAS, Becky Meyer and William (Bill) Lloyd, property owners, submitted an application dated received May 30, 2023 and considered complete on June 2, 2023 for an Interim Use Permit allowing a Commercial Kennel for pet boarding and day care on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township; and

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

WHEREAS, the subject site is 37.05± acres in size and legally described as:

PID 09.00168.00

The Southeast Quarter of the Southwest Quarter of Section 16, Township 35, Range 20, Chisago County, Minnesota EXCEPT that part described as follows:

Beginning at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 49 minutes 51 seconds East, assumed bearing along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 600.42 feet; thence North 89 degrees 50 minutes 58 seconds West, a distance of 146.00 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 179.33 feet; thence South 42 degrees 31 minutes 00 seconds West, a distance of 231.55 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 250.00 feet to the South line of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 50 minutes 58 seconds East, along said South line, a distance of 300.00 feet to the Point of Beginning.

WHEREAS, notice was provided and on July 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant(s) and/or property owner(s), 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, it does identify as an economic development goal that "The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district." The Chisago County Zoning Ordinance provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *The proposed Commercial Kennel will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 345' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure (boarding shed) and a 90' x 150' enclosed outdoor play area. After reviewing the application materials and the Planning Commission having conducted a site visit on July 5, 2023, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Commercial Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Commercial Kennel is located on a property immediately adjacent to a well-established, well-maintained, and highly traveled State highway (TH 95) with an unobstructed line of site from the end of the driveway to the west and east, the County finds that the proposed use will not cause an appreciable increase in traffic levels or traffic hazards / congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received comments from at least one adjacent property owner expressing concerns about potential noise pollution. The County finds that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than thirty (30) dogs and small mammals - including but not limited to cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
    a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe ‘n’ Sound, or equivalent, soundproofing insulation.
    b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
    c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to

the south side of the outdoor play area as described in the May 30, 2023 application materials.

d. The required fence / wall and plantings shall be installed prior to any boarding of animals.
e. The permit holder shall implement “quiet hours” in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.

9. The permit holder may employ up to one additional employee.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. 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.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 6th day of July, 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: July 19, 2023	***Item Number:*** **12**
Title of Item for Consideration: John and Janet Swanson and Milo Horak Blue Ribbon Tree Farm 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: Property owners John and Janet Swanson and applicant Milo Horak are requesting Preliminary Plat approval of Blue Ribbon Tree Farm. The subject 26.4 acre property is proposed to be divided into two subdivided lots ranging in size from 7.76 to 16.79 acres. The property is located North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township, (PID #09.00119.00).

At their meeting of July 6, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of preliminary plat, per Resolution No. PC2023-0702. 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, September 30, 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 Bue Ribbon Tree Farm Preliminary Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 23/0719-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Blue Ribbon Tree Farm located North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township, (PID #09.00119.00)

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

RESOLUTION NO. PC2023-0702

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF BLUE RIBBON TREE FARM

WHEREAS, property owners John Swanson & Janet Swanson and applicant Milo Horak submitted an application dated received May 31, 2023 and considered complete on June 2, 2023 for the Preliminary Plat of Blue Ribbon Tree Farm; and

WHEREAS, the applicant submitted a revised Preliminary Plat drawing dated June 15, 2023 showing that the proposed dedication of 33' for 405th Street North had been eliminated upon recommendation by Sunrise Township; and

WHEREAS, the property owners desire to create two buildable parcels from the 26.4± acre subject site; and

WHEREAS, the subject site is generally located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00119.00
That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW 1/4) of Section Nine (9), Township Thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying easterly of County State Aid Highway Number Nine (9).

WHEREAS, notice was provided and on July 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(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Blue Ribbon Tree Farm 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 Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

Adopted by the Planning Commission of Chisago County, Minnesota,
this 6th day of July, 2023.

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

_____ ATTEST: _____

Chip Yeager
Chair

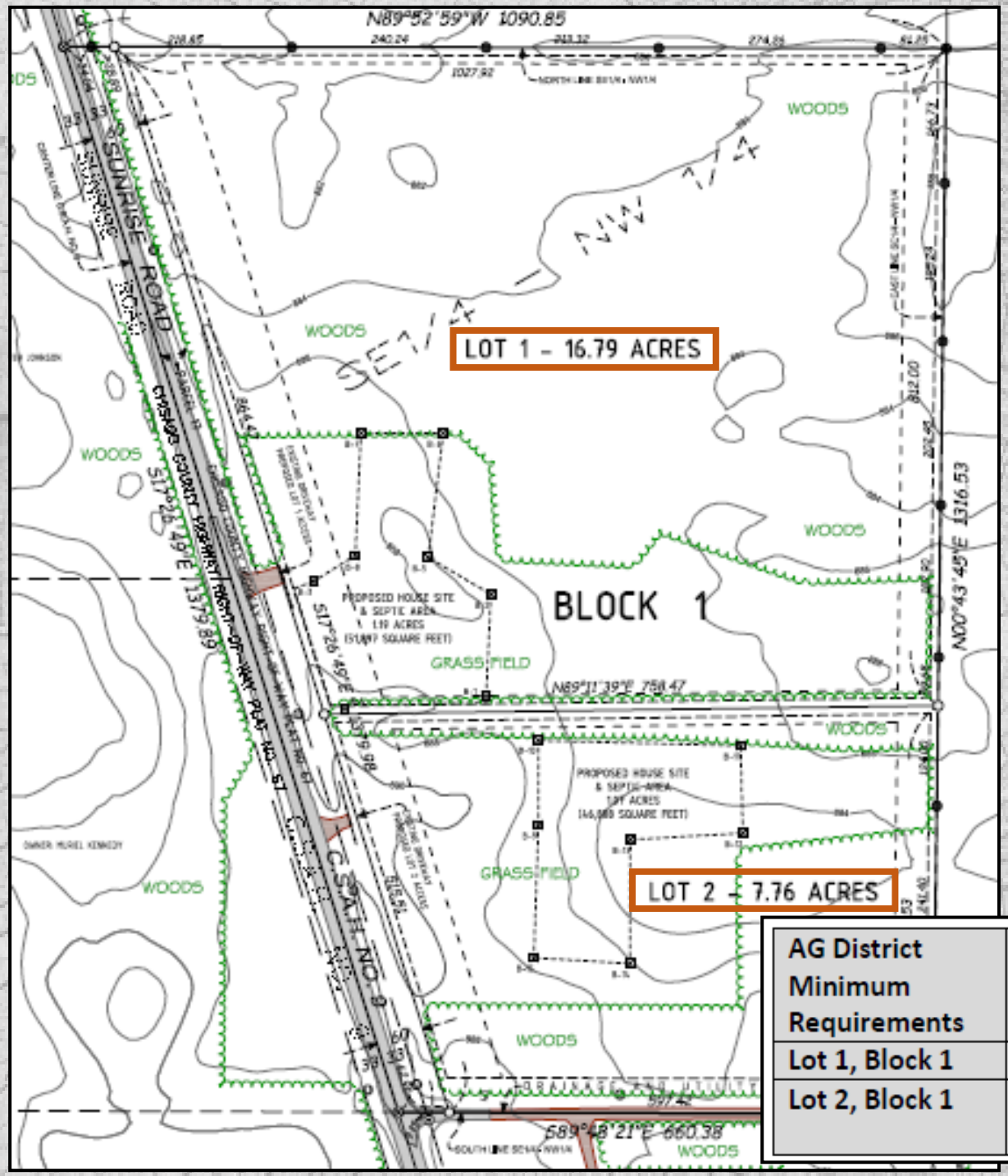
Beth Gervais
Land Services Coordinator

Preliminary Plat
of
Blue Ribbon Tree Farm

John & Janet Swanson and Milo Horak
PID 09.00119.00
40XXX Sunrise Road / CSAH 9
Sunrise Township

Existing Conditions

- Subject site is 26.4± acres in size
- Located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township
- Zoned Agricultural (AG) District and entirely surrounded by AG District
- Topography includes fairly level elevations and large stands of trees throughout
- Surrounding properties range in size from 5 acres to 80 acres and appear to be used primarily for residential and agricultural purposes

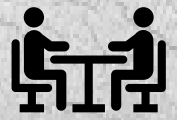


Proposal Analysis

- Creation of two lots from a 26.4± acre tract of land
- Original submission showed dedication of 60' Right-of-Way for creation of 405th Street North; however, this was eliminated by the applicant based on recommendation by Sunrise Township Planning Commission and Town Board
- Lot dimensions shown below are based on revised plat drawing

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	16.79 acres	Approx. 865'	924.66' + 60' R-O-W	51,897 sf
Lot 2, Block 1	7.76 acres***	Approx. 520'***	677.94' + 60' R-O-W***	46,808 sf

Review Process

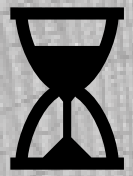


Technical Review Committee
June 14, 2023

- Access permits required from Highway Department
- No concerns identified

Sunrise Town Board
June 15, 2023

- Recommended approval of the revised Preliminary Plat with no conditions



120-Day Review Period

- Expires September 30, 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 with conditions**.

Recommended Condition(s):

1. The Preliminary Plat of Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board approve the Preliminary Plat of Blue Ribbon Tree Farm 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 Blue Ribbon Tree Farm 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 September 30, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0702, a resolution recommending approval of the Preliminary Plat of Blue Ribbon Tree Farm, with conditions as presented or amended.

Item No. 6b

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Blue Ribbon Tree Farm
40XXX Sunrise Road / CSAH 9, Sunrise Township
DATE: July 6, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Blue Ribbon Tree Farm, involving the creation of two lots from a 26.4± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	John & Janet Swanson
Applicant(s):	Milo Horak
General Location:	North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 Sunrise Township Section 9, Township 35, Range 20
PID:	09.00119.00
Property Area:	26.4± 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:	May 31, 2023
Date Application Complete:	June 2, 2023
120-Day Review Period:	September 30, 2023

BACKGROUND

Property owners John & Janet Swanson and applicant Milo Horak of Landmark Surveying, Inc. are seeking approval of the Preliminary Plat of Blue Ribbon Tree Farm. The property owners wish to create two parcels from the 26.4± acre tract of land located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township.

SITE & PROPOSAL ANALYSIS

The subject site is currently vacant land located approximately one-quarter mile southeasterly of the unincorporated Village of Sunrise. The subject site and all surrounding properties are zoned Agricultural (AG) District. Topography of the site includes fairly level elevations ranging from 882’ to 891’ and large stands of established trees throughout but with the heaviest concentration located in the north half.

There are no identified wetland areas. Surrounding properties range widely in size from 5 acres to 80 acres and appear to be used primarily for residential and agricultural purposes, consistent with the stated purpose of the AG District.

Staff notes that the proposed plat, as submitted on May 31, 2023, includes the dedication of 60' of Right-of-Way (R-O-W) for Sunrise Road / CSAH 9 and 33' of R-O-W for 405th Street North. There are no known issues with the dedication of R-O-W for Sunrise Road / CSAH 9; however, as detailed below, the Sunrise Planning Commission recommended that the dedication of R-O-W for 405th Street North be eliminated from the plat. While there does appear to be an existing driveway in the location of proposed 405th Street North (see adjacent image), this driveway is not a public road and, based on the Sunrise Planning Commission's recommendation, the township does not seem interested in establishing this as a public road.

In response to the Sunrise Planning Commission's recommendation, the applicant submitted a revised Preliminary Plat drawing dated June 15, 2023 showing that the proposed dedication for 405th Street North had been eliminated and replaced with an easement (see attached).

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, both new parcels comply with the County's dimensional requirements.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	16.79 acres	Approx. 865'	924.66' + 60' R-O-W	51,897 sf
Lot 2, Block 1	7.76 acres***	Approx. 520'***	677.94' + 60' R-O-W***	46,808 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."*

**** As shown on revised Preliminary Plat drawing dated June 15, 2023.*

REVIEW PROCESS

The Technical Review Committee met with Janet Swanson and Milo Horak on June 14, 2023. The following items were discussed:

- The group discussed the proposed dedication of Right-of-Way for 405th Street North and the Sunrise Planning Commission's recommendation that it be eliminated from the plat. In lieu of public Right-of-Way and to provide access to the property immediately southeast of the subject site, County staff encouraged Swanson to provide an access easement.
- Wetland Specialist Fertig verified soils and the wetland delineation and found no concerns.
- County Engineer Triplett commented that the property owners will need to apply for access permits for each proposed parcel.

The Sunrise Planning Commission reviewed the proposed Preliminary Plat at its June 6, 2023 meeting and recommended approval with the condition that the proposed dedication of 33' for 405th Street North be eliminated "so that the only public road in the plat would be [Sunrise Road / CSAH 9]". Based on this recommendation and immediately prior to the Sunrise Town Board's review at its June 15, 2023 meeting, the applicant revised the Preliminary Plat drawing to show that the proposed dedication for 405th Street North had been eliminated and replaced with an easement. The Town Board recommended approval of the revised Preliminary Plat with no conditions.

Preliminary Plats, per the Chisago County Subdivision Ordinance, 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 September 30, 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 Blue Ribbon Tree Farm with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Blue Ribbon Tree Farm 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 Blue Ribbon Tree Farm 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 September 30, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0702, a resolution recommending approval of the Preliminary Plat of Blue Ribbon Tree Farm, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Preliminary Plat drawing dated signed May 31, 2023
    c. Preliminary Plat drawing revised on June 15, 2023
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2023-0702

CC: John & Janet Swanson, property owners
Milo Horak, applicant
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-812

Township SUNRISE **S/T/R** 09/35/20 **PID#** 09.00119.00

Project Address _____

Property Owner(s) JOHN V. & JANET E. SWANSON

Mailing Address (If Different from Project Address) 40453 SUNRISE ROAD, NORTH BRANCH, MN 55056

Phone# [redacted] **Email** [redacted]

Applicant(s) MILO HORAK, LANDMARK SURVEYING INC

Mailing Address (If Different from Project Address) PO BOX 65, SCANDIA MN 55073

Phone# [redacted] **Email** [redacted]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat
☐ Administrative Appeal	☐ Interim Use Permit (IUP)	☐ Rezoning
	☐ Amendment to CUP or IUP	☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) MINOR SUBDIVISION - 2 LOTS

Required Attachments (Additional Attachments May Be Required Based On The Specific Request)

☐ Full Legal Description ☐ Detailed Site Plan ☐ Detailed Written Narrative ☒ Plat Drawings

Janet Swanson — 5-30-23

Applicant Signature — **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.

Fees		Dates	
Base Fee	$ 500 —	Application Received	5-31-23
Recording Fee	$ 46 —	Application Complete	6-2-23
Plat Fee – No Road(s) / With Road(s)	$ 150 —	60 / 120 Day Review Period	9-30-23
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$ 200 —		
TOTAL FEE	$ 896 —		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township SUNRISE S/T/R 09/35/20 PID# 09.00119.00

Project Address _____

Property Owner(s) JOHN V. + JANET E. SWANSON

Mailing Address (If Different from Project Address) 40453 SUNRISE ROAD, NORTH BRANCH, MN 55056

Phone# [redacted] Email [redacted]

Applicant(s) MILO HORAK, LANDMARK SURVEYING INC

Mailing Address (If Different from Project Address) PO BOX 65, SCANDIA, MN 55073

Phone# [redacted] Email [redacted]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat
☐ Administrative Appeal	☐ Interim Use Permit (IUP)	☐ Rezoning
	☐ Amendment to CUP or IUP	☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) ~~MINOR~~ SUBDIVISION - 2 LOTS

Janet Swanson 5-30-23

Applicant Signature Date of Application

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

Date of County Public Hearing JULY 6, 2023 Date of Township Presentation JUNE 15, 2023

Township Action Taken (Township Use Only)

☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Motion by Dan Kaiser, second by Carl Peter "Pete" Johnson to accept the current plat revision of June 15, 2023 which eliminated 405th Street from the plat so that the only public road in the plat would be CR 9. Motion carried.

Signatures of Township Officials or Authorized Personnel

Carl Peter Johnson Daniel J. Kaiser 6/15/23

Preliminary Plat Drawing Dated Signed May 31, 2023

BOUNDARY SURVEY AND PRELIMINARY PLAT OF

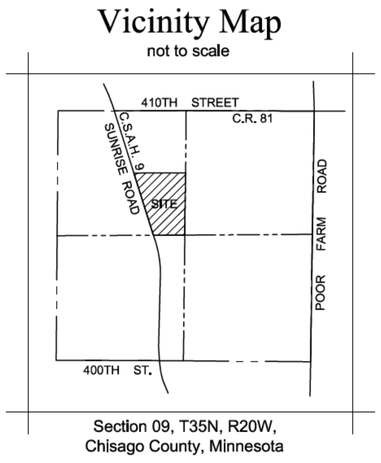
BLUE RIBBON TREE FARM

Part of the Southeast Quarter of the Northwest Quarter,
Section 09, Township 35 North, Range 20 West,
Sunrise Township, Chisago County, Minnesota.

Prepared for:
John V. & Janet E. Swanson
40453 Sunrise Road
North Branch, MN 55056

Vicinity Map

not to scale



Section 09, T35N, R20W,
Chisago County, Minnesota

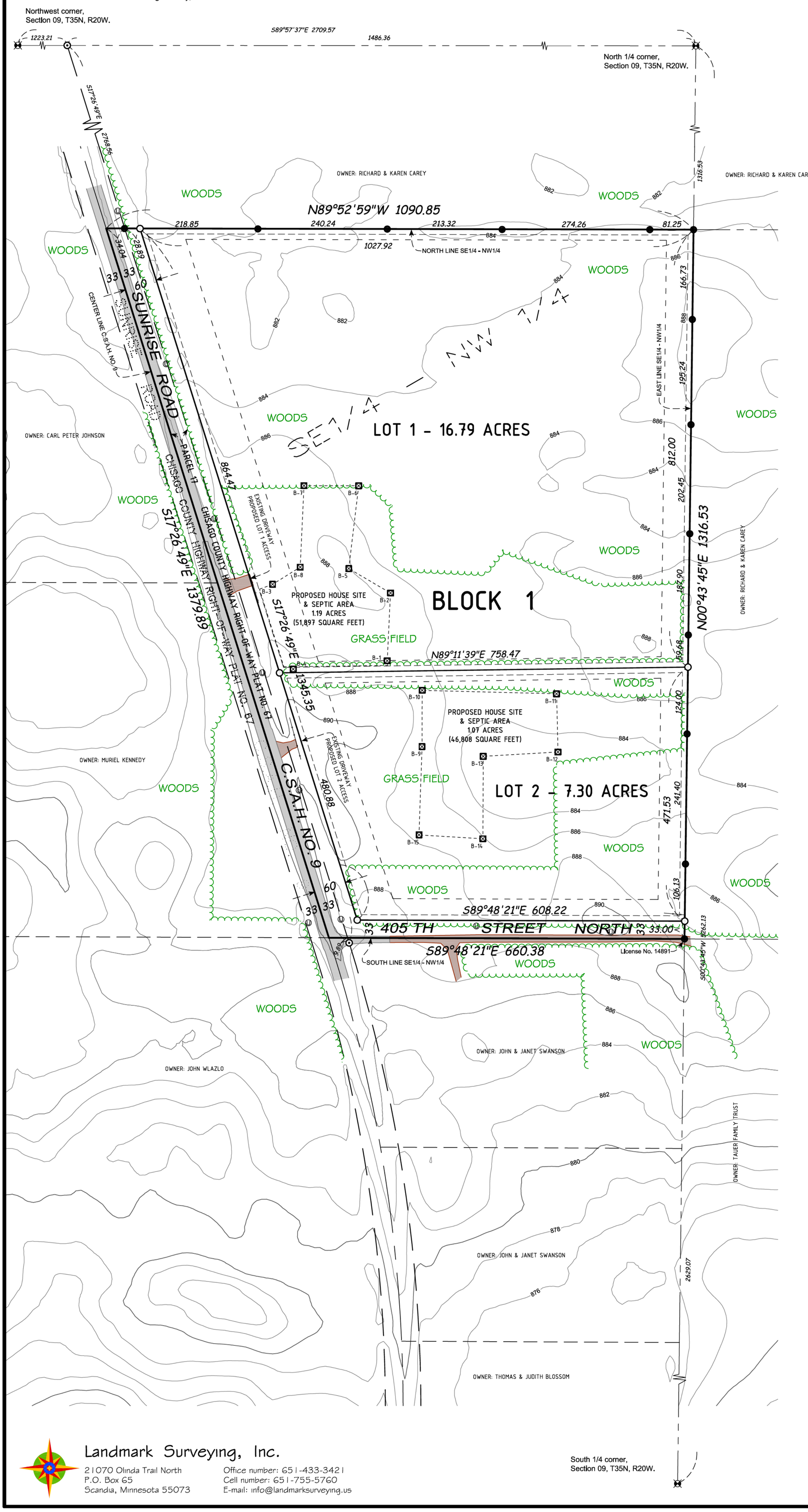
RECORD PARCEL DESCRIPTION

WARRANTY DEED
DOCUMENT No. A578914

EXHIBIT A - Legal Description

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW 1/4) of Section Nine (9), Township Thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying easterly of County State Aid Highway Number Nine (9).

Abstract Property



OWNER/DEVELOPER
JOHN V. & JANET E. SWANSON
40453 SUNRISE ROAD
NORTH BRANCH, MN 55056
651-497-7122

APPLICANT:
LANDMARK SURVEYING INC.
MILO HORAK, L.S.
PO BOX 65
SCANDIA, MN 55073
651-433-3421

EXISTING PID:
09.00119.00

EXISTING ZONING:
AG

ADJOINING LAND ZONING
ALL PARCELS - AG

MINIMUM LOT REQUIREMENTS
LOT AREA 5 ACRES
MINIMUM LOT WIDTH 300 FEET

NUMBER OF BUILDABLE LOTS: 2
LOT 1 = 16.791 ACRES
LOT 2 = 7.303 ACRES

PROPOSED USE OF BUILDABLE LOTS:
SINGLE FAMILY RESIDENTIAL

TOTAL AREA OF PROPOSED SUBDIVISION:
26.451 ACRES ±

AREA DEDICATED FOR ROADS:
2.357 ACRES±

AREA OF WETLAND
0.00 ACRES

AREA OF STEEP SLOPES
0.00 ACRES

BUILDING SETBACKS:
FRONT - 135 FEET FROM CENTERLINE
TOWN ROAD - 40 FEET FROM RIGHT OF WAY
SIDE - 20 FEET
REAR - 50 FEET

WETLAND DELINEATION:
JACOBSON ENVIRONMENTAL
5821 HUMBOLDT AVENUE NORTH
BROOKLYN CENTER, MN 55430
612-802-6619

SOIL TESTING:
ZIERKE SOIL TESTING
28587 JEFFREY AVENUE
CHISAGO CITY, MN 55013
651-249-1346

ENGINEERING:
NONE

WATER SUPPLY:
PRIVATE WELL

SEWAGE DISPOSAL:
PRIVATE SEPTIC

PROPOSED GRADING PLAN:
NONE - NO GRADING

PROPOSED DRAINAGE PLAN:
EXISTING CONDITIONS - NO GRADING

EROSION AND SEDIMENT CONTROL PLAN:
NONE - NO GRADING

Legend

- Denotes set 1/2 inch iron pipe, 18 inches long, with a plastic cap inscribed HORAK LS 52577.
- Denotes found 7/8 inch outside diameter iron pipe with a plastic cap, License Number 44125, unless otherwise noted.
- Denotes found 3.25 inch diameter aluminum cap - Chisago County Highway right of way monument.
- Denotes Chisago County section corner monument.
- B-1 Denotes wood lath witness to soil observation location, set by others, and corresponding report identifier.
- Denotes utility pole.
- Denotes proposed drainage and utility easement boundary.
- Denotes building setback line.
- Denotes wood split rail fence.

Bearings are oriented to the Chisago County Coordinate System, NAD 83, 1996 HARN adjustment.

Distances are in feet and decimals of a foot.

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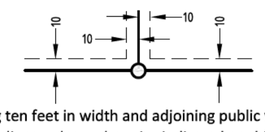

Being ten feet in width and adjoining public ways and all lot lines unless otherwise indicated on this plat.

Scale in Feet
0 50 100 200
1 inch = 100 feet

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

Milo B. Horak Minnesota License No. 52577 — May 31, 2023 Date

Landmark Surveying, Inc.
21070 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073
Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: info@landmarksurveying.us

Job No. 2023-09

BOUNDARY SURVEY AND PRELIMINARY PLAT OF

BLUE RIBBON TREE FARM

Part of the Southeast Quarter of the Northwest Quarter,
Section 09, Township 35 North, Range 20 West,
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Prepared for:
John V. & Janet E. Swanson
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Vicinity Map
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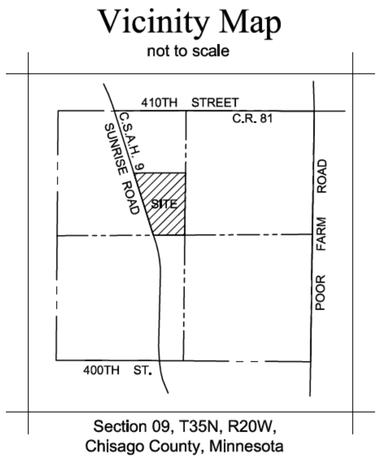

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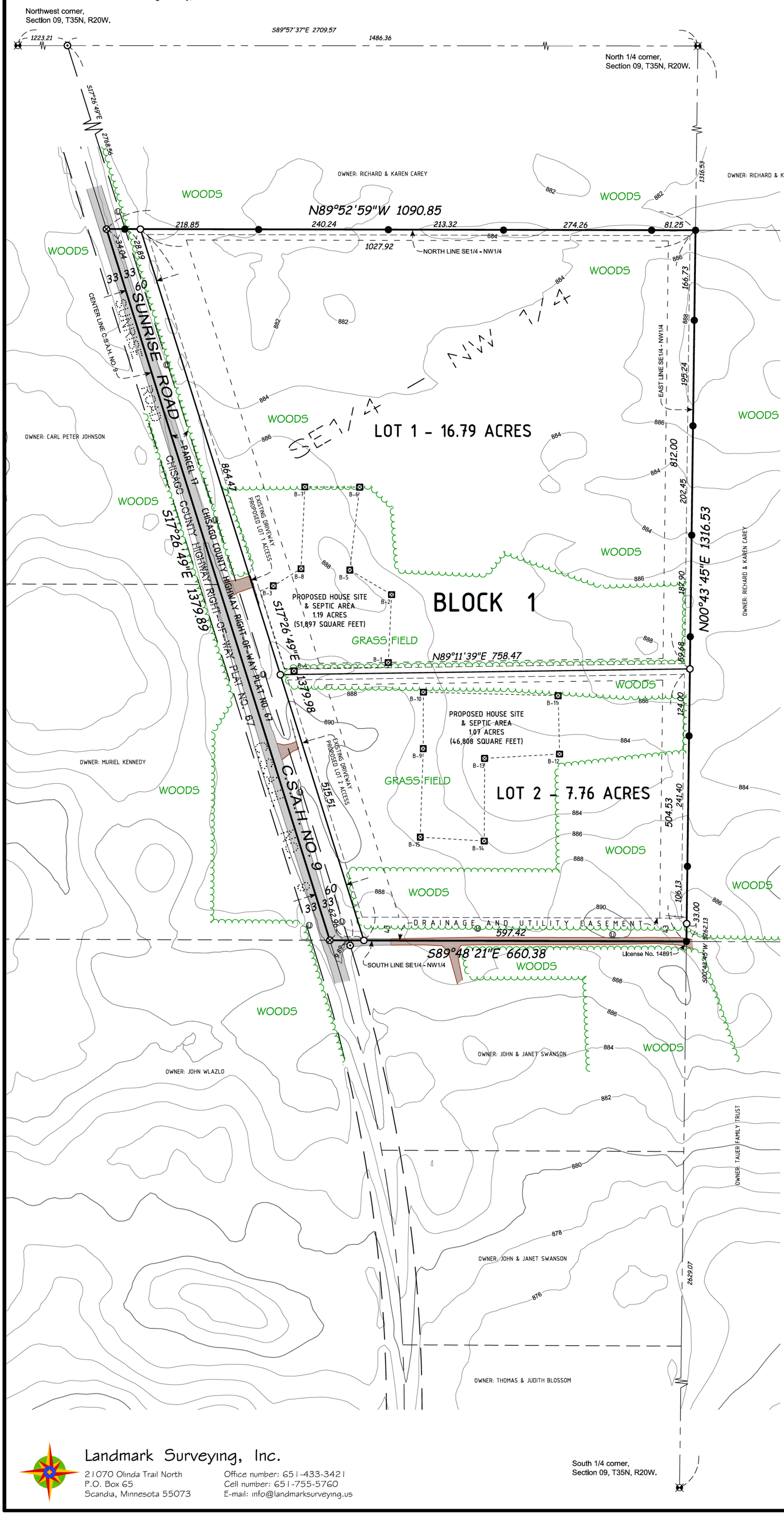

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SOIL TESTING:
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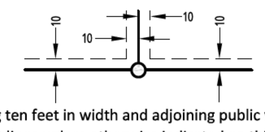

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Landmark Surveying, Inc.
Milo Horak — May 31, 2023
Milo B. Horak Minnesota License No. 52577 — Date
REVISED: JUNE 15, 2023

Landmark Surveying, Inc.
21070 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073
Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: info@landmarksurveying.us

Job No. 2023-09

John and Janet Swanson - Property owners John & Janet Swanson and applicant Milo Horak are seeking approval of the Preliminary Plat of Blue Ribbon Tree Farm involving the creation of two lots from a 26.4± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road in Sunrise Township, S9, T35, R20 (PID 09.00119.00).

John and Janet Swanson property -

Sunrise Township
S9, T35, R20
PID 09.00119.00

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John and Janet Swanson property -

Sunrise Township
S9, T35, R20
PID 09.00119.00

RESOLUTION NO. PC2023-0702

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF BLUE RIBBON TREE FARM

WHEREAS, property owners John Swanson & Janet Swanson and applicant Milo Horak submitted an application dated received May 31, 2023 and considered complete on June 2, 2023 for the Preliminary Plat of Blue Ribbon Tree Farm; and

WHEREAS, the applicant submitted a revised Preliminary Plat drawing dated June 15, 2023 showing that the proposed dedication of 33' for 405th Street North had been eliminated upon recommendation by Sunrise Township; and

WHEREAS, the property owners desire to create two buildable parcels from the 26.4± acre subject site; and

WHEREAS, the subject site is generally located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00119.00
That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW 1/4) of Section Nine (9), Township Thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying easterly of County State Aid Highway Number Nine (9).

WHEREAS, notice was provided and on July 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(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Blue Ribbon Tree Farm 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 Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

Adopted by the Planning Commission of Chisago County, Minnesota,
this 6th day of July, 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: July 19, 2023	***Item Number:*** **13**
Title of Item for Consideration: Nonnative Phragmites Treatment Joint Powers Agreement	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning
Previous Action on this Matter: None.	

Background: Since March of 2022, Chisago County Water Resources staff have collaborated with Chisago Lakes Lake Improvement District (LID), Minnesota Department of Natural Resources (DNR), University of Minnesota, and Wild Rivers Conservancy staff to form a Planning Committee to develop a plan for the identification, mapping, and treatment of nonnative phragmites located in Chisago County and within the LID.

For the past several years, representatives from the Center Lakes, Chisago-Lindstrom, and Green Lake Associations located within the LID have actively identified, mapped, and treated nonnative phragmites located along shorelines within their respective associations. The LID Board has provided funding to reimburse lake associations for the shoreline treatment of nonnative phragmites. At their meeting on March 20, 2023, the LID Board approved LID staff members to assume the role and to continue the lake association representative work of identifying, mapping, and treating nonnative phragmites along shorelines located in the LID beginning in 2023.

The DNR has received federal grant funding through the Great Lake Restoration Initiative (GLRI) and is providing a portion of the GLFI funding to MN counties to treat nonnative phragmites. Through the collaboration of the Planning Committee, the DNR has agreed to provide funding to Chisago County and enter into an agreement on behalf of the Chisago Lakes Lake Improvement District.

Chisago County ESD Water Resources and LID staff are seeking authorization to enter into an agreement to receive funding to treat nonnative phragmites in Chisago County on the following lakes located within the LID: North Center (13003200), South Center (13002700), Chisago (13001200), North Lindstrom (13003500), South Lindstrom (13002800), Green (13004102), Little Green (13004101), and Kroon (13001300). As no match is required, staff requests no additional levy dollars to match the agreement to assist in funding current and ongoing successful nonnative phragmites treatment efforts.

The DNR will reimburse Chisago County, up to and not exceeding, $6,000 for all costs solely related to and necessary for the treatment of populations of the invasive aquatic plant nonnative phragmites in Chisago County and within the LID. The expiration date of the agreement is December 31, 2024.

As identified in the agreement, Chisago County, via the LID staff, will visit shoreline sites and determine if treatment of nonnative phragmites is needed, obtain needed DNR Invasive Aquatic Plant Management (IAPM) permit or landowner permission for the site, and perform treatment according to best management practice timelines, along with providing original contractor invoices, site list and treatment summaries, and pesticide application records for each treatment site.

Attachment(s):

- Joint Powers Agreement for the Treatment of Nonnative Phragmites in Chisago County

Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing entering into a Joint Powers Agreement for treatment of nonnative phragmites on the following lakes in Chisago County and located within the Chisago Lakes Lake Improvement District: North Center (13003200), South Center (13002700), Chisago (13001200), North Lindstrom (13003500), South Lindstrom (13002800), Green (13004102), Little Green (13004101), and Kroon (13001300). The suggested motion to approve this action is as follows:

"Move to Enter Into a Joint Powers Agreement for the Treatment of Nonnative Phragmites on lakes located in Chisago County and within the Chisago Lakes Lake Improvement District."

Implications of Action: Recommended Board action would authorize Chisago County to receive State funding to implement and enhance existing treatment of nonnative phragmites located in Chisago County and the Chisago Lakes Lake Improvement District.

Budget/Financial Implications: Staff requests no additional levy dollars, and no match is required for the requested grant application authorization(s). Chisago Lakes Lake Improvement District staffing support will provide in-kind administration and support to successful treatment of nonnative phragmites.

Legal/Policy Implications: The proposed activity is in 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 _____

State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:_____

This Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Chisago County ("Governmental Unit").

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Pursuant to Minnesota Statute Section 84D.02, the Commissioner has the authority to coordinate programs to manage the growth of invasive species of aquatic plants with local units of government, special purpose districts, and lake associations; An infestation of the invasive aquatic plant nonnative phragmites (*Phragmites australis subs australis*) exists in Chisago County.
3. The State is in need of treatment of populations of the invasive aquatic plant nonnative phragmites in Chisago County.

Agreement

1. **Term of Agreement**

1.1 Effective Date: July 14, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**

The Government Unit will perform the following duties in order to treat nonnative Phragmites in Chisago County.

The Government Unit, or their contractors, will perform the following duties in 2023 and in 2024:

1. They will visit nonnative Phragmites sites on the following lakes in Chisago County: North Center (13003200), South Center (13002700), Chisago (13001200), North Lindstrom (13003500), South Lindstrom (13002800), Green (13004102), Little Green (13004101), and Kroon (13001300). At each site they will determine if treatment is both possible and needed. The State's Authorized representative may add additional sites as they are discovered.

2. If treatment is determined to be needed it will be done as follows. Treatment of nonnative phragmites (*Phragmites australis subs australis*) should be done using an aquatically labeled formulation of imazapyr herbicide (for initial treatments). In consultation with the State's Authorized representative, an aquatically labeled formulation of glyphosate herbicide may be used for follow-up treatments. Application should follow all label directions and product rate should follow label directions for control of phragmites common reed (*Phragmites australis*). If both the native genotype and that nonnative genotype occur, only the nonnative subspecies should be treated. Care should be taken to avoid non target damage to other species present in the treatment areas. Treatment of sites located in rusty-

patched bumblebee high potential zone areas should be done by spot spraying using hand-held equipment. Government Unit staff or contractors must have the proper pesticide applicator's license for the type of sites they are working on.

3. If control work is planned on private lands or in public waters, it should not be done until the Government Unit obtains the needed DNR Invasive Aquatic Plant Management (IAPM) permit or landowner permission for the site. All requirements of the IAPM permit or landowner permission should be followed.
4. Herbicide application should begin in August each year and be completed by October 20th of that year. No herbicide treatment should occur after a hard frost. If needed, removal or knockdown of dead stems may be done after October.
5. Each year, after all work is completed, provide to the State's Authorized Representative:
    - A copy of the original invoices from the contractor, and documentation of Government Unit staff costs and expenses directly related to this work.
    - A list of all sites visited and a summary of the outcome of each site.
    - A pesticide application record for each treatment site. This should include a description of methods used, a map showing the actual treated areas, the number of acres treated, the date(s) of treatment, and, if herbicides are used, the name of the herbicide applied, the rate of application, and the total amount of herbicide applied.
    - Bill the State by emailing to the State's Authorized Representative, a letter or invoice requesting reimbursement for the appropriate portion of the costs of the survey and treatment.

3. Payment

The State will reimburse the Government Unit up to $6,000 for all costs solely related to and necessary for the treatment of populations of the invasive aquatic plant nonnative phragmites in Chisago County. The total obligation of the State under this Agreement will not exceed $6,000.

4. Authorized Representatives

The State's Authorized Representative is Wendy Crowell, AIS Management Consultant, 500 Lafayette Road, St Paul, MN 55155, wendy.crowell@state.mn.us, 612-728-0051, or her successor.

The Governmental Unit's Authorized Representative is Benjamin Elfelt, CLLID Administrator, Environmental Services, Chisago County, Phone 651-213-8383, 313 N. Main Street, Suite 240, Center City MN 55012, Benjamin.Elfelt@chisagocountymn.gov, or his successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. **Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

11. **Compliance with Federal Requirements.**

11.1 Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

Reviewed and Approved as to Form on Behalf of Governmental Unit:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____ Date: July 10, 2023
Jeffrey B. Fuge
Assistant County Attorney

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Chisago County Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **14**
Title of Item for Consideration: Carp Study and Data Collection (LID)	
Action Requested by: Kurt Schneider Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago Lakes Lake Improvement District (CLLID)

Previous Action on this Matter: In the past, there have been carp population surveys and estimates done on individual lakes throughout the Chisago Lakes Lake Improvement District (CLLID). Most recently, the 2021 survey conducted on South Center and Green Lake.

Background:

One of the primary goals of the Chisago Lakes LID is to promote the reduction of non-native aquatic invasive species. Unfortunately, there are multiple invasive species present within Chisago County, but the technology and resources exist to address existing infestations, prevent future infestation, and ensure subsequent negative ecological impacts are limited.

Carp are listed as a regulated invasive species by the MN DNR. The ecological effects of carp on the environments in which they invade are negative and numerous. Examples of such effects include increased internal Total Phosphorous (TP) loading, reduction in native submergent aquatic vegetation abundance, increased turbidity, and potential impacts to fish and wildlife abundance and diversity.

Historically, there have been carp studies on individual lakes but because many of the LID lakes are hydrologically connected enough to allow for carp movement, only studying one lake does not tell the whole story, from a "system level". Based on the need to understand carp movement throughout the system of lakes, The LID Board selected WSB to conduct a comprehensive and simultaneous study of South Center, North Center, North Lindstrom, South Lindstrom, and Chisago (with connected wetlands and smaller lakes), as carp movement throughout the system is most likely occurring. This approach will provide the ability to quantify abundance, track carp movements; subsequently allowing managers to use a more empirical approach to management and tie carp management directly to planning documents such as TMDLs and other plans through the implementation of a standardized Best Management Practice (BMP).

On June 5, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with WSB to carry out the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection, in an amount not to exceed $19,000.00. No direct County levy funds are requested.

Attachment(s):

- 2023 Agreement by and between Chisago County and WSB for the Chisago Lakes Lake Improvement District
- 2023 WSB Proposal - Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Agreement by and between Chisago County and WWB for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows:

"Move to Approve the Agreement by and between Chisago County and WSB in support of the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection project as presented."

Implications of Action: Recommended Board action would improve navigation in the North Center to North Lindstrom channel by removing aquatic bog vegetation.

Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the 2023 program in its entirety will exceed $5,000. A 2023 budget adjustment request for $19,000.00 was also submitted to the County Board by the County Auditor's office for the July, 19 2023 County Board meeting.

Use of CLLID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the CLLID budget, according to recommendations of the State of Minnesota Office of the State Auditor "Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.

Legal/Policy Implications: The proposed activity is in 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 Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **15**
Title of Item for Consideration: 2023 Chisago Lakes Lake Improvement District (CLLID) Budget Reallocation/Adjustment Request	
Action Requested by: Kurt Schneider Director	***Department:*** Environmental Services/Zoning - on behalf of the CLLID
Previous Action on this Matter: None.	

Background: The purpose of this budget adjustment is to request an additional $19,000 from the fund balance of the LID to be allocated for the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection. The 2023 LID levy remains unchanged with no additions or deletions to the levy.

On June 5, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with WSB to carry out the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection, in an amount not to exceed $19,000.00. No direct County levy funds are requested.

Attachment(s):

- 2023 Budget Adjustment Form – CLLID Budget Reallocation/Adjustment Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2023 CLLID Budget Reallocation/Adjustment Request. The suggested motion to approve this action is as follows:

"Move to approve the 2023 CLLID Budget Reallocation/Adjustment Request.

Implications of Action: Recommended Board action would allow the CLLID to continue using the 2023 CLLID Board requested budget.

Budget/Financial Implications: The 2023 CLLID levy remains unchanged with no additions or deletions to the levy. No county general levy funds are requested.

Legal/Policy Implications: The proposed activity is in 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 Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** **16**
Title of Item for Consideration: Report and Recommendations from the July 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 July 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.**

County Recorder Compliance Fund Committee Policy

County Recorder Karen Long presented the 'County Recorder Compliance Fund Committee Policy. **The Committee recommended approving the policy.**

Staffing Proposal County Attorney's Office

County Attorney Janet Reiter presented her request to the Committee to add three positions; 1 Assistant County Attorney, 1 Victim Witness Coordinator, and 1 legal assistant. **The Committee recommended these 3 positions but recommended hiring on January 1st 2024.**

ARPA/CIP Funds – Update to "LENS" Record Management System

County Attorney Janet Reiter requested Integrating LENS with other operable networks is essential to managing the data and flow of information. **The Committee recommended using ARPA funding of $40,600 from the Jail Demo ARPA allocation to fund this request.**

ARPA/CIP Funds – Phase 2 Vendor Scanning

County Administrator Chase Burnham requested the Phase 2 Vendor Scanning project be funded using ARPA. **The Committee recommended using ARPA funding of $5,500 from the Jail Demo ARPA allocation to fund this request.**

ARPA/CIP Funds – Government Center Elevator Repair

County Enterprise Services Director Jon Eckel requested using ARPA funding to complete the repair of the Center City Government Center Elevator repair. **The Committee recommended using ARPA funding of $61,119.25 from the Jail Demo ARPA allocation to fund this request.**

ARPA/CIP Funds – Center City Public Works Cellular Service

County Enterprise Services Director Jon Eckel requested the Committee acquire a usable cell signal inside the main facility Public Works by utilizing a signal booster. **The Committee recommended using $29,480.00 unallocated 2023 CIP funds to fund this request.**

3 Community Health Workers – Staffing Proposal

County HHS Director Bob Benson requested the Committee approve the hiring of 3 new Community Health Workers, which will be funded using grant dollars, with 0 impact on the County budget. **The Committee recommended the hire.**

ARPA – Quinlivan and Hughes 2023 Supervisor Training

County Administrator Burnham requested the Committee fund the additional $3,111.86 for the Supervisor Training. **The Committee did NOT recommend this expenditure.**

Chisago County Historical Society Request – HVAC

County Administrator Burnham presented the Chisago County Historical Society's request for ARPA funding to repair their failing HVAC system. **The Committee did NOT recommend this expenditure.**

Chisago County Childcare Proposal

County Administrator Burnham presented the Chisago County Child Care Gap Committee request to create a grant program to utilize the Chisago County ARPA allocation of $100,000. **The Committee did NOT recommend this request at this time and requested more information from Nancy Hoffman of the HRA-EDA.**

Attachment:

- July 12th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 14th 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 July 12th Budget and Finance Report."

And

"Move to approve the 3 County Attorney positions requested by County Attorney Janet Reiter but recommended hiring on January 1st 2024."

And

"Move to approve using ARPA funding of $40,600 from the Jail Demo ARPA allocation to fund the Update to "LENS" Record Management System."

And

"Move to approve using ARPA funding of $5,500 from the Jail Demo ARPA allocation to fund Phase 2 Vendor Scanning project."

And

"Move to approve using ARPA funding of $61,119.25 from the Jail Demo ARPA allocation to fund the Government Center Elevator Repair."

And

"Move to approve using $29,480.00 unallocated 2023 CIP funds to fund improving Center City Public Works Cellular Service."

And

"Move to approve the hiring of three (3) Community Health Workers in the Public Health Department."

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 C.EB	Deny _____	Other _____

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, July 12, 2023

3:00 PM • Boardroom

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

PROPOSED *****AMENDED***** 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. County Recorder Compliance Fund Committee Policy

III. Staffing Proposal County Attorney's Office

IV. *****ARPA/CIP Funds – Update to "LENS" Record Management System

V. ARPA/CIP Funds – Phase 2 Vendor Scanning

VI. ARPA/CIP Funds – Government Center Elevator Repair

VII. ARPA/CIP Funds – Center City Public Works Cellular Service

VIII. *****3 Community Health Workers – Staffing Proposal*****

IX. *****ARPA – Quinlivan and Hughes 2023 Supervisor Training*****

X. *****Chisago County Historical Society Request – HVAC*****

XI. *****Chisago County Childcare Proposal*****

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, July 12, 2023

3:00 PM • Boardroom

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III. Staffing Proposal County Attorney's Office

IV. ARPA/CIP Funds – Phase 2 Vendor Scanning

V. ARPA/CIP Funds – Government Center Elevator Repair

VI. ARPA/CIP Funds – Center City Public Works Cellular Service

VII. Other B/F Items

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 06/30/2023
50% OF YEAR COMPLETE

TAB I

	2023 Budget As Amended	As of 06/30/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200	95,971	60%	MICA dues paid in Feb
District Court	212,500	94,210	44%	
Law Library (Restricted)	161,092	22,531	14%	
County Administrator	71,800	32,078	45%	Misc dues paid in Feb
Auditor-Treasurer	28,110	10,927	39%	
Audit	100,000	12,768	13%	
Assessor	39,400	18,255	46%	
Enterprise Services	3,903,842	1,921,467	49%	Annual license fees paid in Jan/Feb
Central Services	113,589	47,291	42%	
Elections	202,725	48,406	24%	
County Attorney	71,450	43,205	60%	Misc dues paid in Feb
County Attorney Forfeiture (Restricted)	29,417	-	0%	
Recorder	16,950	9,199	54%	1st Half Title Examiner Fees
Recorder Compliance/Technology (Restricted)	2,270,318	32,907	1%	
Maintenance	1,005,378	455,728	45%	
Planning & Zoning	261,500	90,071	34%	
General Government	2,489,563	3,210,141	129%	Longevity Bonuses ($534k of $929k) Worker's Comp/General Ins pymts HRA-EDA Loan
Contingency	109,747	-	0%	
Sheriff	1,001,663	539,074	54%	AXON annual pymt paid in Jan Misc dues paid in Feb
Sheriff Forfeitures (Restricted)	35,320	17,764	50%	
Boat & Water (Restricted)	-	-		
Sheriff's Reserve (Restricted)	10,903	4,193	38%	
Snowmobile Safety (Restricted)	-	-		
Sheriff's Contingency (Restricted)	4,828	-	0%	
Gun Permits (Restricted)	181,846	12,890	7%	
Project Lifesaver (Restricted)	5,121	-	0%	
Public Safety Grants (Restricted)	114,453	92,806	81%	
Coroner	153,159	77,045	50%	1st Half Fees
County Jail	742,150	280,617	38%	
Jail Canteen (Restricted)	136,391	40,177	29%	
Probation & Parole	138,106	68,838	50%	1st Half Sentence to Serve Fees
Emergency Management	44,580	31,579	71%	2023 CODERED Svc Fee
E-911 (Restricted)	371,715	-	0%	
Controlled Substances - Share of Fines (Restricted)	3,730	-	0%	
Historical Society	35,210	30,210	86%	1st & 2nd Half Allocation
Regional Library	748,331	374,165	50%	1st Half Allocation
Parks	131,000	38,273	29%	
County Agricultural Society	16,000	8,000	50%	1st Half Allocation
County Extension Services	138,700	42,522	31%	
Soil & Water	150,000	75,000	50%	1st Half Allocation
Water Quality Grant (Restricted)	359,089	3,710	1%	
Sewer Grants (Restricted)	43,344	500	1%	
Wetland Grant (Restricted)	5,000	5,000	100%	
Watercraft Inspection (Restricted)	141,731	5,569	4%	
Economic Development	70,000	28,229	40%	Tax Abatements
TOTAL GENERAL FUND	***$ 16,030,951***	***$ 7,921,316***	***49%***	
SELF INSURANCE FUND				
Other General Government	300,000	-	0%	
TOTAL SELF INSURANCE FUND	***$ 300,000***	***$ -***	***0%***	
ROAD AND BRIDGE FUND				
Surveyor	20,788	14,717	71%	Equipment purchase
Highway Administration	38,500	12,696	33%	
Highway Engineering	2,646,450	485,106	18%	
Highway Construction	10,800,000	1,240,010	11%	
Highway Maintenance	2,739,300	884,461	32%	
Equipment Maintenance/Shop	898,700	600,084	67%	Equipment repairs; Gas and Oil Vehicle purchase has matching revenue
Traffic Operations	391,500	23,282	6%	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 06/30/2023
50% OF YEAR COMPLETE

	2023 Budget As Amended	As of 06/30/2023	% of Budget	Notes
TOTAL ROAD AND BRIDGE FUND	***$ 17,535,238***	***$ 3,260,356***	***19%***	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 06/30/2023
50% OF YEAR COMPLETE

	2023 Budget As Amended	As of 06/30/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150	18,562	50%	
Income Maintenance	868,800	393,920	45%	
Social Services	3,918,493	1,436,471	37%	
Public Health Nursing	343,470	161,801	47%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,167,913***	***$ 2,010,754***	***39%***	
BUILDING FUND				
General Government	524,750	132,262	25%	Honeywell lease payment
Score Grant Fund	17,000	-	0%	
TOTAL BUILDING FUND	***$ 541,750***	***$ 132,262***	***24%***	
CAPITAL EQUIPMENT FUND				
Administration	34,740	2,540	7%	
Armer Radio - Replacement Fund	230,930	-	0%	
Auditor-Treasurer *(Elections)*	179,500	13,750	8%	
Enterprise Servcies	993,036	315,731	32%	
HHS	80,000	-	0%	
Maintenance	227,772	44,849	20%	
Other General Government *(Unallocated)*	138,441	-	0%	
Sheriff	627,179	226,820	36%	
Highway	968,530	199,275	21%	
Parks	357,824	47,191	13%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,837,952***	***$ 850,156***	***22%***	
SOLID WASTE FUND				
Score Grant Fund	263,250	40,045	15%	
HHW Operations	721,250	91,720	13%	
TOTAL SOLID WASTE FUND	***$ 984,500***	***$ 131,765***	***13%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802	81,334	6%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802***	***$ 81,334***	***6%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	221,650	55,189	25%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 221,650***	***$ 55,189***	***25%***	
DEBT SERVICE FUND				
Road Debt	2,009,910	1,721,156	86%	Principal + Interest
HHS Debt	261,765	224,609	86%	Principal + Interest
Library Debt	469,088	415,560	89%	Principal + Interest
Jail Debt	1,048,465	787,884	75%	Principal + Interest
Business Park Bonds	241,815	188,104	78%	Principal + Interest
Capital Projects	667,199	522,760	78%	Principal + Interest
TOTAL DEBT SERVICE FUND	***$ 4,698,242***	***$ 3,860,073***	***82%***	
TOTAL ALL FUNDS	***$ 50,714,998***	***$ 18,303,205***	***36%***	

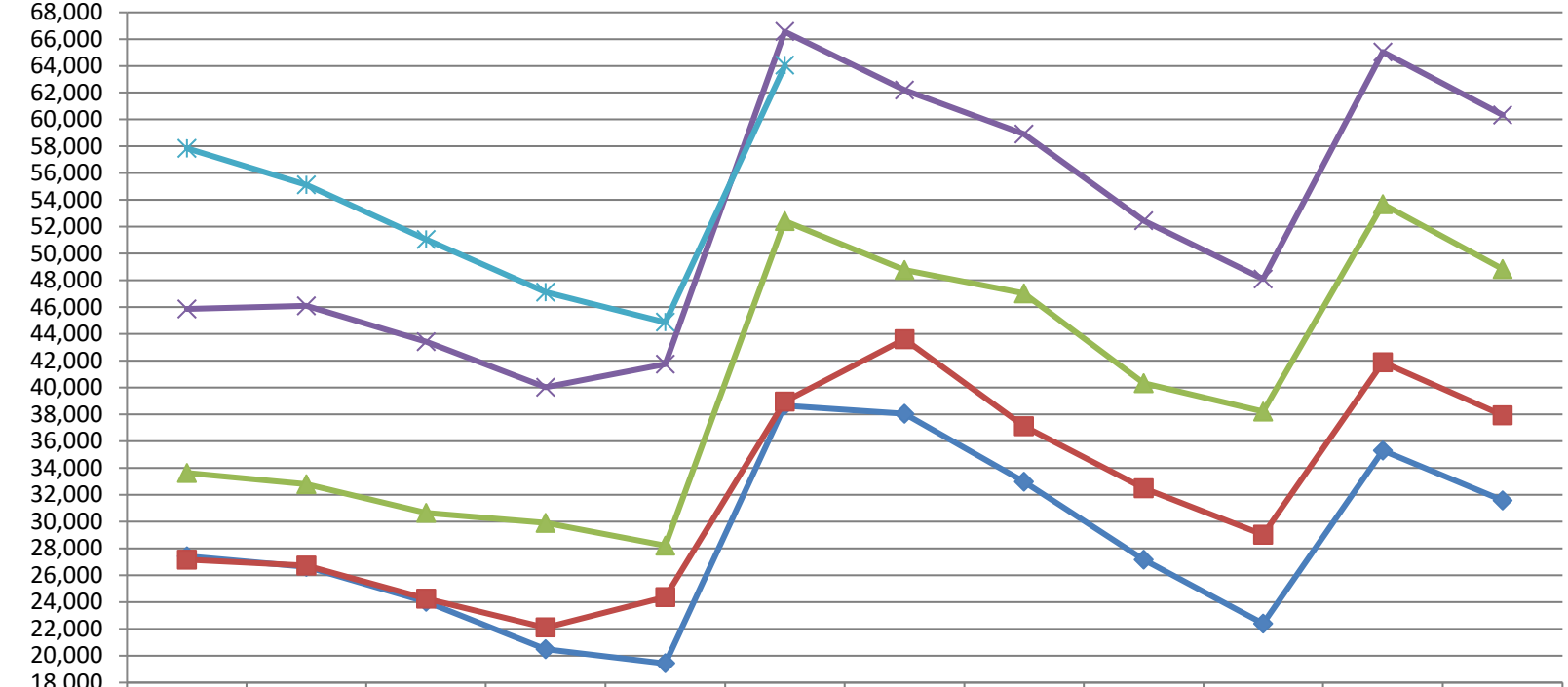
SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 06/30/2023
50% OF YEAR COMPLETE

	2023 Budget	As of 06/30/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	$ 224,952	$ 113,830	51%	
County Administrator	710,811	349,091	49%	
Auditor-Treasurer	755,366	386,701	51%	
Assessor	890,015	468,787	53%	
Enterprise Services	1,995,626	1,016,280	51%	
County Attorney	2,147,207	1,121,135	52%	
Recorder	394,525	194,857	49%	
Maintenance	609,626	292,948	48%	
Planning & Zoning	930,468	475,984	51%	
Sheriff	6,798,558	3,471,667	51%	
Public Safety Grants	21,180	-	0%	Wages transferred at year end
County Jail	3,684,060	1,878,828	51%	
Probation & Parole	1,128,769	586,028	52%	
Emergency Management	112,864	61,472	54%	
Parks	379,994	177,345	47%	
Water Quality Grant	105,931	65,870	62%	
Wetland Grant	105,443	54,538	52%	
Watercraft Inspection	212,401	67,283	32%	Seasonal
Non-Levy Departments	669,214	380,965	57%	
TOTAL GENERAL FUND	***$ 21,877,010***	***$ 11,163,609***	***51%***	
ROAD AND BRIDGE FUND				
Surveyor	$ 156,712	$ 79,739	51%	
Highway Administration	360,716	181,035	50%	
Highway Engineering	997,380	505,545	51%	
Highway Maintenance	1,679,032	905,819	54%	
Equipment Maintenance/Shop	485,665	264,748	55%	
Traffic Operations	212,630	65,299	31%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135***	***$ 2,002,185***	***51%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	$ 249,951	$ 103,844	42%	
Income Maintenance	2,970,611	1,480,144	50%	
Social Services	6,644,566	3,442,097	52%	
Public Health Nursing	1,766,878	854,294	48%	
Opioid Settlement	-	3,508		Has offsetting Revenue
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006***	***$ 5,883,887***	***51%***	
SOLID WASTE FUND				
Score Grant Fund	$ 55,045	$ 30,173	55%	
HHW Operations	159,004	83,562	53%	
TOTAL SOLID WASTE FUND	***$ 214,049***	***$ 113,735***	***53%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	$ 141,520	$ 90,923	64%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520***	***$ 90,923***	***64%***	
TOTAL ALL FUNDS	***$ 37,756,720***	***$ 19,254,339***	***51%***	

Law Library	10,514.00	3,291.00	31%
Non Co Income/Exp	4,700.00	-	0%
Central Services	-	-	0%
County Extension Service	-	-	0%
Soil Conservation District	654,000.00	275,888.00	42%
HRA-EDA	-	101,786.00	0%
Total Non-Levy	669,214.00	380,965.00	57%

Fund Balance (000's)

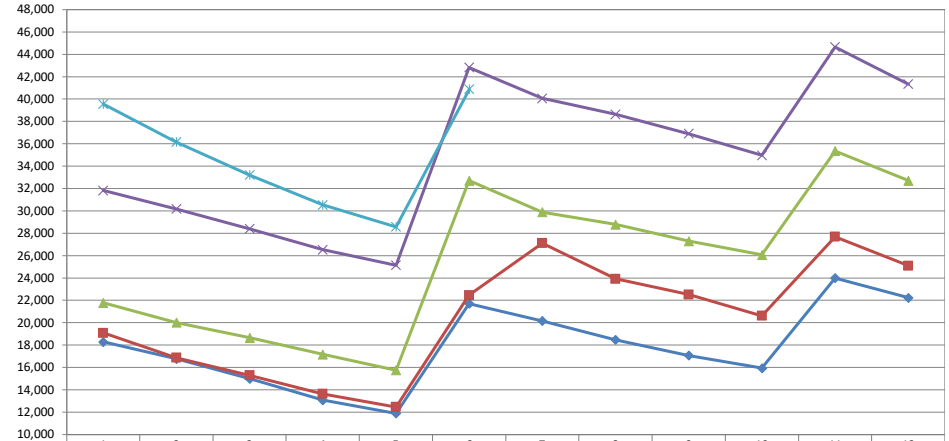
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



	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	47,114	44,878	64,052						

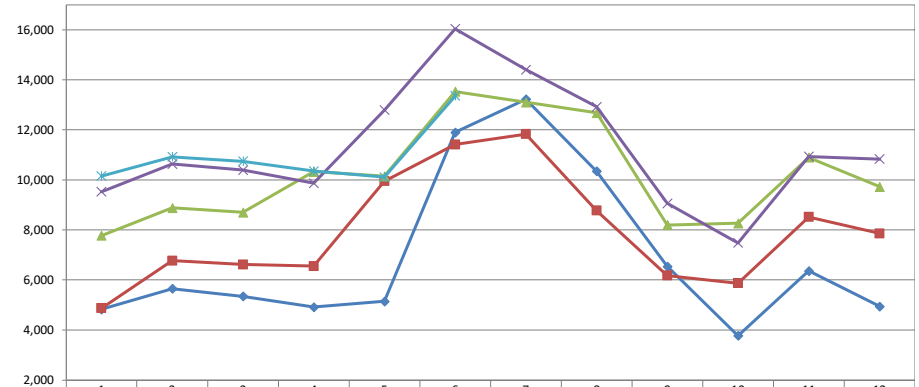
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2019-2023



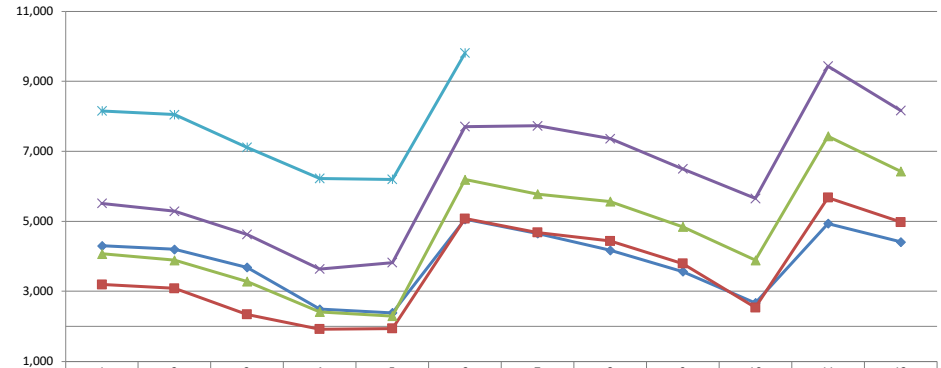
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	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	30,535	28,566	40,874						

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	10,353	10,111	13,364						

Health & Human Services: Cash Fund Balance by Month 2019-2023



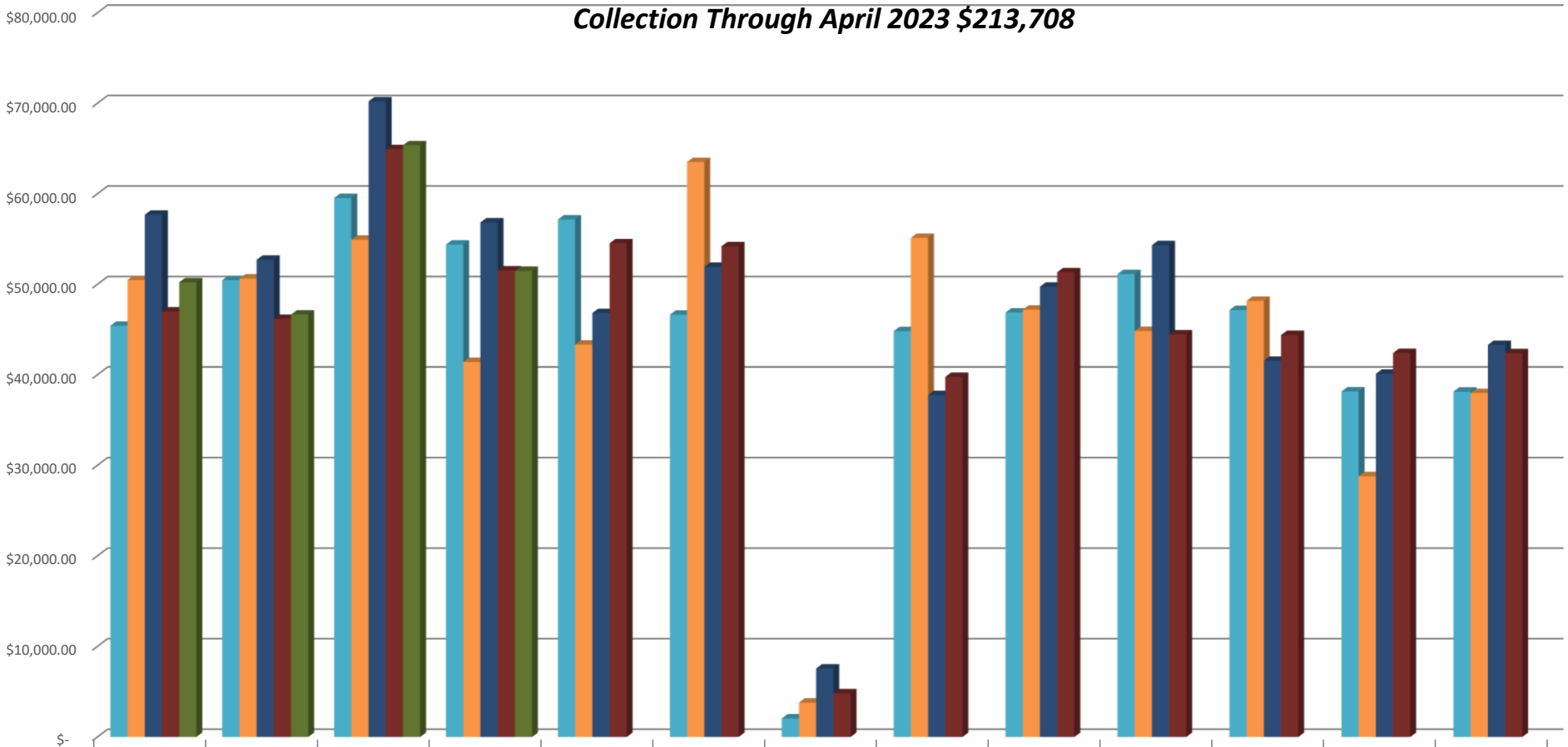
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163
2023	8,152	8,049	7,110	6,226	6,201	9,814						

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through April 2023 $213,708



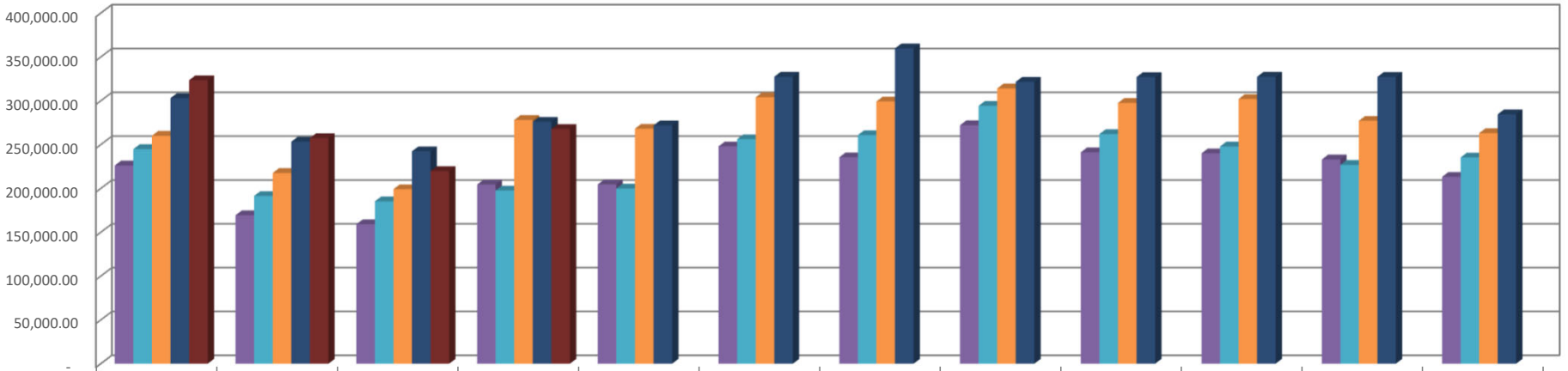
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$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	$46,656.30	$65,361.61	$51,476.42									

Sales Tax - By Month

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through April 2023 $1,068,481



	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	257,402.98	219,827.41	267,813.46								

ARPA Expenses
Budget to Actual
As of June 30, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 800,000	$ (44,455)	$ (20,188)	$ 735,357
ARPA-0335 ADM	Broadband	2,045,000	(79,960)	(438,026)	1,527,014
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
2023 ADD	Administration Fee	305,546	-		305,546
		$ 3,896,621	**$ (771,794)**	**$ (458,214)**	**$ 2,666,614**

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)	(5,540)	96,903
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(10,515)	25,308
		$ 277,784	**$ (139,518)**	**$ (16,055)**	**$ 122,211**

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	-	(70,641)	4,359
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 cen	75,000	-	(75,000)	-
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	(61,529)	3,471
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	-	(13,238)	1,762
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	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(107,811)	1,975,489
		$ 3,553,252	**$ (4,557)**	**$ (685,650)**	**$ 2,863,045**

ENVIRONMENTAL SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop (add'l $5,500 allocated on 04/12/23)	$ 105,500	$ -	$ (86,283)	$ 19,217
ARPA-0180 ENVS	Online Permitting/Licensing Module ($145,000 budget reallocated on 04/12/23)	-	-	-	-
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	-	-	184,500
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l $30,000 allocated on 04/12/23)	180,000	-	(30,724)	149,276
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	-	(3,959)	117,241
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center C	7,766	-	-	7,766
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Cen	25,513	-	-	25,513
		$ 924,479	**$ -**	**$ (120,967)**	**$ 803,512**

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)**	**$ -**	**$ -**

ARPA Expenses
Budget to Actual
As of June 30, 2023

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)	$ (67,093)	$ 71,977
2023 ADD	Harris Building Improvements - Phase II	900,000	-	-	900,000
		$ 1,048,300	**$ (9,230)**	**$ (67,093)**	**$ 971,977**

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	**$ 10,989,807**	**$ (1,774,381)**	**$ (1,347,978)**	**$ 7,867,448**

2023 Capital Improvement Plan
Budget to Actual
As of June 30, 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	(2,540)	700
Management Training	**2023 ADD**	UNALLOCATED	5,500	-	5,500
NACO	**2023 ADD**	UNALLOCATED	1,000	-	1,000
Total Carryover from 2022			**34,740**	**(2,540)**	**32,200**
Total			**$ 34,740**	**$ (2,540)**	**$ 32,200**

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
GovAP	**2023 ADD**	UNALLOCATED	15,000	(13,750)	1,250
Total 2023 CIP Budget			**99,500**	**(13,750)**	**85,750**
Grand Total			**$ 179,500**	**$ (13,750)**	**$ 165,750**

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	(135,391)	237,535
Reserve Deputy Ballistic Vests	**CCSO-0225**	2023 CIP BUDGET	9,200	(8,213)	987
40LMTS Single Shot Less Lethal	**CCSO-0235**	2023 CIP BUDGET	46,750	(17,957)	28,793
Agency Handgun Program	**CCSO-0237**	2023 CIP BUDGET	24,500	(24,300)	200
Jail Transport Vehicle	**CCSO-0238**	2023 CIP BUDGET	43,789	(40,959)	2,830
Total 2023 CIP Budget			**497,165**	**(226,820)**	**270,345**
Grand Total			**$ 627,179**	**$ (185,751)**	**$ 441,428**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
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	(9,375)	40,625
Total 2023 CIP Budget			**544,000**	**(83,375)**	**460,625**
Grand Total			**$ 968,530**	**$ (199,275)**	**$ 769,255**

2023 Capital Improvement Plan
Budget to Actual
As of June 30, 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	20,804	(21,279)	(475)
Sunrise Prairie Trail - 15% Match	**N/A**	CARRYOVER	209,520	-	209,520
Total Carryover from 2022			**238,324**	**(21,279)**	**217,045**
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	(3,500)	11,500
Parks 1998 Tractor Trailer Replacement	**ENVS-0118**	2023 CIP BUDGET	15,000	(12,709)	2,291
Parks 2001 Trailer Replacement	**ENVS-0119**	2023 CIP BUDGET	9,500	(3,104)	6,396
Parks Maintenance Facility Well	**ENVS-0239**	2023 CIP BUDGET	15,000	(6,600)	8,400
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	**ENVS-0241**	2023 CIP BUDGET	25,000	-	25,000
Total 2023 CIP Budget			**119,500**	**(25,913)**	**93,588**
Grand Total			**$ 357,824**	**(47,191)**	**$ 310,633**

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**	**(17,250)**	**148,400**
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	(229,807)	286,119
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	(2,977)	323
Replace 6 laptops for County Attorney Office	**ENTS-0244**	2023 CIP BUDGET	8,700	(8,415)	285
Replace laptop for Assessor's Department	**ENTS-0245**	2023 CIP BUDGET	1,450	(1,402)	48
Replace laptop in Auditor's Department	**ENTS-0246**	2023 CIP BUDGET	1,450	(1,402)	48
Replace 2 laptops in Probation due to age	**ENTS-0248**	2023 CIP BUDGET	2,900	(2,805)	95
Replace 4 PC's in ECC / 911 Center due to age	**ENTS-0250**	2023 CIP BUDGET	4,400	(3,969)	431
Replace 2 PC's in HHS due to age	**ENTS-0251**	2023 CIP BUDGET	2,200	(1,984)	216
Replace 3 Desktop PC's in the Jail due to age	**ENTS-0254**	2023 CIP BUDGET	3,300	(2,977)	323
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	(5,953)	647
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**	**(298,481)**	**528,905**
Grand Total			**$ 993,036**	**$ (315,731)**	**$ 677,305**

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)		
GovAP	Allocated at 05/10/23 meeting	TO AUD/TREAS	(15,000)		
NACO	Allocated at 06/14/23 meeting	TO ADMIN	(1,000)		
Total			**$ 138,441**	**$ -**	**$ 138,441**

ARMER	**$ 230,930**	-	**$ 230,930**
TOTAL ALL DEPARTMENTS	**$ 3,837,952**	**$ (850,157)**	**$ 2,987,795**

County Recorder Compliance Fund Committee Policy

The Chisago County Recorder's Office collects funds from document recording, a portion of which is deposited into the Recorder's Compliance Fund.

These funds are collected to be used at the discretion of the Chisago County Board of Commissioners per Minnesota Statute 357.182 for "supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects. Money remains in the account until expended for an authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles."

The purpose of this Recorder's Compliance Fund Committee Policy is to set forth the membership of the Recorder's Compliance Fund Committee and guidelines for requesting funds to be paid from this restricted fund by its members.

It is the intention of the Chisago County Board of Commissioners to create a committee of County Officers from the following land records related departments: Recorder's Office, Auditor-Treasurer's Office, Assessor's Office, Zoning/Environmental Services Office, and Enterprise Services, in addition to the County Administrator. This committee will review proposed uses of the Compliance Fund monies and recommend the expenditures to the Board.

Decisions on whether or not to move the request forward will be based on the following:

- Does the purchase support data integration and/or aggregation?
- Are the expenditures outside of normal operating expenses?
- Does the purchase enhance or improve the use of land records in Chisago County for employees as well as external users?

Attachment(s):

- Proposed ‘Recorder’s Compliance Fund Committee Policy’

CHISAGO COUNTY
RECORDER'S COMPLIANCE FUND
COMMITTEE POLICY

I. PURPOSE STATEMENT

The Chisago County Recorder's Office collects funds from document recording, a portion of which is deposited into the Recorder's Compliance Fund. These funds are collected to be used at the discretion of the Chisago County Board of Commissioners per Minnesota Statute 357.182 for "supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects. Money remains in the account until expended for an authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles." The purpose of this Recorder's Compliance Fund Committee Policy is to set forth the membership of the Recorder's Compliance Fund Committee and guidelines for requesting funds to be paid from this restricted fund by its members.

II. AUTHORITY

Authority for the Chisago County Board of Commissioners to authorize the use of the Recorder's Compliance Funds is granted by Minnesota Statute 357.182, subd. 7. It is the intention of the Chisago County Board of Commissioners to create a committee of County Officers from the following land records related departments: Recorder's Office, Auditor-Treasurer's Office, Assessor's Office, Zoning/Environmental Services Office, and Enterprise Services, in addition to the County Administrator. This committee will review proposed uses of the Compliance Fund monies and recommend the expenditures to the Board.

III. PROCEDURAL GUIDELINES

Members of the Committee will appoint a Chair, Vice Chair, and Secretary on a yearly basis. During its first meeting, the Committee will determine frequency for meeting as well as establish guidelines and a procedure for requesting funds to be spent.
The Committee will meet to discuss any requests for expenditures and vote on whether or not the requests will be brought to the Board of Commissioners for approval. Decisions on whether or not to move the request forward will be based on the following:

Does the purchase support data integration and/or aggregation?
Are the expenditures outside of normal operating expenses?
Does the purchase enhance or improve the use of land records in Chisago County for employees as well as external users?

Once the proposal has been reviewed by the committee, members will vote with a simple majority winning the approval for the expenditure.

TAB III

Chisago County Attorney's Office

313 North Main Street, Room 373, Center City, MN 55012, Phone: (651) 213-8400, Fax: (651) 213-8401

TO: Chisago County Budget and Finance Committee

FROM: Janet Reiter, Chisago County Attorney

DATE: July 7, 2023

RE: Staffing Proposal for County Attorney's Office

The Chisago County Attorney's Office proposes the addition of three new staff members to address the workload in the County Attorney's Office. The proposal is to add one additional prosecutor to the criminal team; a legal assistant to support that new attorney and a victim witness assistant to ensure the office meets the statutory obligations under the Victim Rights Act.

REQUEST FOR ASST. COUNTY ATTORNEY; LEGAL ASSISTANT & VW COOR.
The request before the Board is essential to allow the County Attorney's Office to meet the obligations of the Office and includes the addition of: Assistant County Attorney in the criminal division in the County Attorney's Office together with one support staff/legal assistant and a Victim/Witness Assistant.[1]

Currently, the Chisago County Attorney's Office has nine (9) Assistant County Attorneys, five (5) of which are assigned primarily to the criminal team. Chisago County has observed a slight roller coaster in the number of cases received/reviewed rising slightly in 2019 (at 1700+ cases) before the pandemic in 2020 and gradually increasing again in 2021, 2022 and in 2023 YTD.[2] However, the pure numbers do not tell the whole story. The attorneys prepare for and make appearances at nearly 100 individual court hearings per month.

The prosecutors and legal assistants in the County Attorney's Office are dealing with a drastic uptick in the complexity of the cases as well as a significant change in the type of evidence that must be processed in handling the cases. Between 2019 and 2022, each of the County's law enforcement agencies (CCSO, LAPD, NBPD, and WPD, have Squad Cameras and Body Worn Cameras (BWC) deployed and used by each and every officer or deputy responding to an incident. This can result in dozens (sometimes hundreds) of hours of video for *each individual case*. This evidence must be received, reviewed, tracked and analyzed

1 These three new proposed position are the first new permanent staff changes to the County Attorney's Office since 2019 when an assist county attorney position was added to the civil team to address the increase in Child Protection cases.

2 The total number of matters handled rises to approximately 1600 cases referred by law enforcement in 2021;1580 in 2022. Felony cases prosecuted by the Office have remained close to 300 over the past five years. Other offense level matters including misdemeanors and gross misdemeanors are back to pre-pandemic numbers. The number of attorneys required to handle the amount of work is dependent on many variables. The most comprehensive study available was conducted between 1998 and 2002 by American Prosecutors Research Institute (APRI). "*How Many Cases should a Prosecutor Handle?"* American Prosecutors Research Institute; www.ndaa-apri.org 2002. The conclusions from that study suggests there is no easy means of determining caseload sizes and the number of attorneys in any prosecutor's Office cannot simply be based upon crime rate or population served. *Id.* at 29. "It would be impossible . . . to mandate or recommend standards in terms of how many cases of should go to trial . . ." *Id.*

prior to court – typically at the time of charging, but certainly when preparing for contested issues or trial. Case preparation that previously required reviewing a few pages of written reports is an increasingly burdensome process. Ethically a prosecutor cannot proceed without knowing and understanding the evidence that is available and is either inculpatory (suggestive of guilt) or exculpatory (suggestive of innocence). Further, many cases involve evidence acquired from cell phones or from warrants served on social media companies. These large amounts of data require review and compilation.

The Victim/Witness staff make nearly 2000 victim "contacts" each month on all types and levels of cases (from survivors in homicide cases; domestic violence; theft and damage to property to victims on traffic crashes). Each victim is entitled to updates on the progress of their cases, entitled to meet with prosecutors, and must be prepared for trial if the cases are not resolved. These are often highly emotional and very time-sensitive matters. The Victim/Witness staff are the public-facing unit of the County Attorney's Office. Victims are statutorily entitled to certain services and contacts from the prosecutor's office, but due to the volume of cases, some matters are simply missed or overlooked, while other matters that warrant more attention simply cannot be given the services that are warranted. As with the prosecutors, the amount of additional time worked is either not accounted for or simply cannot be claimed as comp time due to the ongoing workload.

The Assistant County Attorneys and Victim/Witness Coordinator are non-union, exempt employees. Most routinely work overtime each pay period. They only earn comp time (and are not eligible for overtime pay). The Legal Assistant position is a union position.

The cost for the additional staff would equate to approximately $300,000. With wages and benefits, plus necessary equipment the addition of this staff member would result in approximately $350,000 increase to the County Attorney's Office Budget. We would ask these positions be authorized to start no later than January 2024.

The addition of these positions will allow the County Attorney's Office to meet the burdens that are placed upon the Office and the staff. Failing to keep pace with the legal and ethical obligations by which the County Attorney's Office is bound may jeopardize the ability to adequately address the public safety needs of Chisago County.

Janet Reiter

COUNTY OF CHISAGO

Chisago County Government Center
313 North Main Street, Room 174
CENTER CITY, MN 55012-9663

Phones:
651-213-8866
TOLL FREE: 1-888-234-1246

JOB POSTING

ASSISTANT COUNTY ATTORNEY I

CRIMINAL and/or CIVIL DIVISION

POSITION TITLE: **ASSISTANT COUNTY ATTORNEY I**

DEPARTMENT: **ATTORNEY**

POSITION STATUS: **FULL-TIME; NON-UNION; FREQUENTLY REQUIRES EVENINGS AND/OR OFF-HOURS WORK ASSIGNMENTS**

REPORTS TO: **COUNTY ATTORNEY**

JOB LOCATION: **CHISAGO COUNTY GOVERNMENT CENTER, CENTER CITY, MN**

Posted: Posting Closes:
Salary: Depends upon Qualifications

POSITION OBJECTIVE:
Administers and enforces the laws of the State of Minnesota and its political subdivisions. The attorney in this position may be assigned to either a criminal caseload or a civil caseload. If assigned to the criminal division the attorney will prosecute all levels of crime committed in Chisago County, including misdemeanor, gross misdemeanor and felony matters, as well as traffic and other petty misdemeanor offenses. In the civil division, the attorney may be responsible for representing the interests of Chisago County in matters in which the county may be involved, including but not limited to child protection (CHIPS and Permanency) as well as child support enforcement, adult protection matters, licensing appeals, tax appeals, contracts, and condemnation actions.

The attorney will possess a working knowledge of the law and will exercise significant independent judgment to reach just and equitable outcomes, while upholding the laws and Constitutions of the State of Minnesota and United States of America. The attorney will be expected to manage a full case load by reviewing reports for charging; drafting complaints and other legal documents; performing legal research; and appearing in court or at administrative hearings. The attorney will appear in court on behalf of the State at preliminary hearings, jury and/or court trials and other contested hearings.

MINIMUM QUALIFICATIONS:

Graduation from an accredited law school with a Juris Doctor degree and admission to the Bar of the State of Minnesota; plus one to three years' experience as a practicing attorney, preferably in the public sector and/or as a prosecutor.

SUPERVISION RECEIVED:

The attorney is under general supervision of the County Attorney. The attorney is assigned criminal or civil cases and court assignments commensurate with experience and abilities. Completed assignments, work product and other skills are reviewed by the County Attorney and Asst. County Attorney II. Regular consultation with the County Attorney and other staff members provides for regular direction and feedback in carrying out assigned duties and tasks.

SUPERVISION EXERCISED:

This attorney will not provide direct supervision to other staff. However, the attorney will be expected to provide legal direction to other county personnel, including but not limited to legal assistants within the County Attorney's Office, law enforcement, human services, probation and zoning. The attorney will work cooperatively with support staff and Victim/Witness staff to carryout assignments and position objectives.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following constitute an illustrative (though not all-inclusive) list of essential duties performed by an attorney successfully filling this position:

1. Applies Minnesota law and local ordinances to specified facts after reviewing and analyzing information from a variety of sources. Determines appropriate course of action based on this review and drafts the appropriate complaints, petitions, and/or pleadings.

2. Provides legal advice and direction to law enforcement officers, probation officers, social workers, and county departments regarding legal options and/or course of action. Directs further investigation when necessary.

3. Appears in court at all stages of proceedings and effectively provides information and/or makes legal arguments to the court relating to bail recommendations and/or conditions of release, plea agreements, sentencing recommendations, and probation violations.

4. Prepares for and represents the State in contested matters, court trials, and jury trials before the District Court. Tasks include interviewing and preparing witnesses for testimony (including law enforcement, victims, lay witnesses and expert witnesses), making legal arguments, addressing legal issues with defense, the court and law enforcement, drafting written communication, such as letters, motions, and briefs.

5. Generally analyzes and interprets legislation, case law and other relevant literature in order to maintain accurate, current information on legal developments and changes that may affect current caseload.

6. Confers with other experts in the field of forensic medicine, scientific analysis of evidence, psychologists, engineers, surveyors and appraisers as may be applicable for individual cases. Analyze information in relation to established office policy, ethical considerations and standards, limited resources and the social, moral and legal objectives to be obtained.

7. Provides direction to support staff.

8. Develops and implements training for various departments, agencies, community group and organizations which rely on the County Attorney's Office for legal direction.

9. May draft proposed changes to ordinances, and administrative procedures to resolve impact or enforcement issues.

10. Prepares legal briefs for filing with the Minnesota Court of Appeals and the Minnesota Supreme Court. Presents and argues cases before the Minnesota Court of Appeals and Minnesota Supreme Court.

10. Performs related duties as required or assigned.

11. May, upon special request, draft proposed legislation and respond to inquiries in relation to proposed legislation.

12. Works cooperatively with agencies outside of the County system; e.g., School Districts, local youth-serving agencies, women's advocacy programs, etc.

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Experience:

    a. Graduation from an accredited law school with a Juris Doctor degree and admission to the Bar of the State of Minnesota
    b. One to three years' experience as a practicing attorney, preferably as a prosecutor or in other areas related to criminal law or the public sector. (Other related experience may be considered in lieu of length of time as practicing attorney if directly related to criminal prosecution or the criminal justice system in Minnesota.)

2. Special Requirements:

    a. A license to practice law in the State of Minnesota
    b. Member in good standing of the State Bar Association
    c. Admission to practice in federal bar, desirable

3. Knowledge, skills and abilities:

    a. Considerable knowledge of Minnesota laws (both statutes and case law); Rules of Procedure; Rules of Evidence.
    b. Demonstrated ability to utilize independent judgment in analyzing facts and applicable law.
    c. Strong oral communication skills.
    d. Strong legal writing skills.
    e. Ability to present and argue cases in court, demonstrating the skills of persuasion and having the ability to address unanticipated situations/arguments as they may arise.
    f. Ability to simultaneously manage multiple tasks, with reasonable organizational skills and ability to prioritize in light of over-all objectives.
    g. Ability to work well with co-workers, personnel from other departments, and support staff.

TOOLS AND EQUIPMENT USED:

Requires use of computer for word-processing, computer-aided legal research, and case management purposes; telephone; photo-copy machine; facsimile machine; and, on occasion, use of dictation equipment and audio-visual equipment, primarily for trial preparation and training presentations.

PHYSICAL DEMANDS:

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

Assigned tasks are generally carried out while seated at a desk or counsel table. May be occasional periods of prolonged standing at public hearings, meetings and speaking engagements.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision associated with reading and work on a personal computer, as well as the ability to adjust focus to further distances related to presenting information in the court room.

The employee is frequently required to work under various degrees of pressure caused by time limitations and simultaneously carrying out multiple tasks.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The employee will work in a general office environment where much of the employee's work will take place at a desk, or other office accommodations. Considerable amount of work is conducted in a courtroom setting, either seated at a counsel table or standing/walking in a generally flat, carpeted area.

Occasional trips to view county property or crime scenes expose the employee to physical hazards such as unsafe buildings, dump sites, rough terrain, dangerous dogs or angry people. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position may involve a considerable amount of stress which comes from working with a large and varied group of people, a large variety of responsibilities, consistent interruptions and time limitations. The manner in which an assistant county attorney performs his or her job effects people's lives directly in terms of jail time, fines, financial obligations, children's safety, victim's concerns for "justice" and criminal records. Depending on the results of any given case, a child may be placed in danger, a sex abuser may go free, a drug dealer may go free, a family may not get child support, etc. At times the employee may be asked to be available to law enforcement, co-workers or other departments on an on-call basis (24/7).

Trial practice requires unique expenditures of mental and physical effort. The employee is expected to dedicate adequate amounts of time and effort to prepare and present witnesses and physical

evidence in court before a judge or jury. Extended trials require long days of consistent, high-level execution. At times this requires extensive work outside the regular, prescribed work day.

The noise level in the work environment is usually moderate to quiet.

On relatively rare occasions, the employee may be exposed to hostile, threatening, and potentially violent individuals.

GENERAL STATEMENT:

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

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

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

EMPLOYMENT CATEGORY:

Grade:	**21**
Points:	**504**
Salary Range:	
Effective Date:	**10-29-85**
Revision History:	**5-22-95**
	3-18-99
	9-6-99
	6-11-07
	6-28-13
	10-02-18
	01-12-22
	04-14-23

COUNTY OF CHISAGO

Chisago County Government Center
313 North Main Street, Room 174
CENTER CITY, MN 55012-9663

Phones:
651-213-8866
TOLL FREE: 1-888-234-1246

JOB DESCRIPTION

Legal Assistant I

POSITION TITLE: LEGAL ASSISTANT I

DEPARTMENT: COUNTY ATTORNEY

POSITION STATUS: Full time, permanent, confidential, union, may occasionally require off-hour work assignments.

REPORTS TO: Office Manager

JOB LOCATION: Chisago County Government Center

POSITION OBJECTIVE:

To provide complex level administrative support to attorneys within the Chisago County Attorney's Office including civil, juvenile, and/or criminal caseload. Must have the ability to guide, train, and collaborate with other legal assistant staff, act independently, and take direction from attorneys and other staff members to carry out duties related to prosecution of all level of crimes and offenses committed in Chisago County. Must be able to perform other duties as assigned.

SUPERVISION RECEIVED:

The employee is under the general supervision of the Office Manager. Completed assignments are occasionally reviewed by the Office Manager and/or attorneys and other support staff.

SUPERVISION EXERCISED:

No direct supervisory duties are exercised.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Prepare various technical and legal documents from general instructions or by following standard procedures.

2. Maintain a complex, high volume caseload which requires a high attention to detail and daily deadlines.

3. Maintain files of correspondence and filings for civil, juvenile, and/or criminal cases according to office standards and organizational requirements.

4. Obtain documentation/evidence by collaborating with law enforcement and other agencies. Prepare files for hearings/trial via working with attorneys to determine what documentation/evidence may be needed.

5. Comprehend and apply legal concepts relevant to juvenile, criminal, and civil cases.

6. Prepare criminal complaints and submissions via eCharging.

7. Submit court documents via e-file and serve for the district courts.

8. Prepare and send notification and subpoenas to interested parties for various hearings and trials.

9. Schedule and maintain a record of court hearings, depositions, or other related case matters.

10. Perform pertinent clerical duties, including operate general office equipment, greet the public, answer phones, and answer general questions related to case procedure.

11. Assist, train, and/or guide other legal support staff.

12. Assist Office Manager to resolve issues concerning routine or reoccurring problems related to case work.

13. Record court events and other relative information into the Chisago County Attorney's Office case database (LENS); index and categorize cases for future retrieval and reference.

14. Assist attorneys with media and/or exhibits in the courtroom; create detailed hearing notes when required.

15. Assist attorneys with witness and/or victim coordination for criminal and juvenile proceedings. Coordinate and assist with victim/witness meetings as required. Take detailed notes of witness and/or victim meetings for proper disclosure.

16. Assist Office Manager with LENS program operations as directed to troubleshoot errors and perform standard program maintenance.

17. Track time spent on cases by the attorney, victim witness coordinator, victim witness secretary, and legal administrative assistants for billing purposes.

18. Other duties as assigned.

DESIRED QUALIFICATIONS:

1. Education and Experience
    a. A minimum of an associate degree in legal administrative assistant, legal secretary, or paralegal; OR completion of equivalent secretarial program at a business or vocational school; and
    b. One year of experience in a related field or in working in the public sector.

2. Special Requirements, Knowledge and Skills:

    a. Working knowledge of business English, spelling, and grammar.
    b. Working knowledge of legal terminology, spelling, and grammar.
    c. Knowledge of general office procedures.
    d. Knowledge of personal computers, including Microsoft Office software, photocopy machines, and telephones.
    e. Knowledge of the proper format for legal documents and legal filings.
    f. Knowledge of Minnesota courts and the applicable procedures.
    g. High level of interpersonal skills.
    h. Ability to train, guide, and assist other support staff and interns.
    i. Ability to substitute for other support staff on short notice or as assigned.
    j. Ability to accurately type 75 words per minute.
    k. Ability to multitask.
    l. Ability to organize workload, set priorities, and meet strenuous deadlines.
    m. Ability to work independently in the absence of specific instruction.
    n. Ability to maintain strict confidentiality and maintain rules of the Minnesota Data Practices Act.
    o. Ability to work effectively and cooperatively with all staff and personnel within the County Attorney's Office and other departments.
    p. Ability to establish and maintain general filing systems.
    q. Ability to work under pressure and to quickly adapt to changes in work demands.

TOOLS AND EQUIPMENT USED:

Employment as a Legal Assistant requires use of personal computer, telephone, copy machine, facsimile, and other general office equipment.

PHYSICAL DEMANDS:

While employed in this job, the employee may be required to sit at a desk or equivalent for an extended period of time.

Employee must be able to occasionally lift up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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

WORK ENVIRONMENT:

The environment is typical of an office environment and involves an individual work space of a cubicle or office.

The noise level is moderate. Frequent exposure to angry, frustrated, and emotional individuals with periodic exposure to threatening and potentially violent individuals may occur. Periodic exposure to graphic and/or sensitive materials.

Daily engagement, contact, and professional interaction with law enforcement, outside legal counsel, court staff, and probationary staff is required.

GENERAL STATEMENT:

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

The duties listed above are intended only as an illustration of the various types of work that may be performed. The omission or specific statements of duties does not include any additional duties from the position.

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

GRADE: 16

Revised: July 2012, June 2014, October 2018, March 2021

POSITION TITLE: **Victim-Witness Secretary/Receptionist**

DEPARTMENT: **County Attorney's Office**

POSITION STATUS: **Full-time, Permanent, Union, Occasionally requires evenings and/or off-hour work assignments**

REPORTS TO: **Office Manager**

JOB LOCATION: **Chisago County Attorney's Office**

POSITION OBJECTIVE:

To provide secretarial support to the Victim-Witness Coordinator including record keeping and file control relating to victims served by the Victim-Witness Program in order to accomplish an effective office response to the needs of those served by the Program, consistent with statutory requirements. To provide the County Attorney's Office with backup receptionist duties, including but not limited to responding to visitors to the office, answering and directing telephone calls, processing and directing mail and other written communication, ordering office supplies, and other tasks as assigned.

SUPERVISION RECEIVED:

The employee is under the supervision of the Office Manager.

SUPERVISION EXERCISED:

No direct supervisory duties.

ESSENTIAL DUTIES & RESPONSIBILITIES:

1. Prepares and compose routine correspondence to victims and witnesses within required time frames.
2. Assists the Coordinator in setting up community outreach programs.
3. Organizes, collects and analyzes statistical data on victims served in Chisago County.
4. Serves as receptionist for the County Attorney's Office, including but not limited to responding to visitors to the office, answering and directing telephone calls, noting staff presence and/or availability.
5. Processing and directing mail and other written communication, and other tasks as assigned.

6. Assists with the miscellaneous correspondence specific to the Victim-Witness Assistance Program.

7. Prepares brochures sent to victims with the initial Victim Impact Statement packet.

8. Maintains accurate and complete data base on the Victim-Witness Program.

9. Receives the public and answers general questions related to victim rights; responds to inquiries from county employees, outside agencies, attorneys, and the public for the purpose of responding to Victim rights.

10. Performs related clerical duties, as assigned.

11. Operates office equipment, including computer, facsimile machine, copiers, computer and phone system.

12. Assists Victim-Witness Coordinator with victim services, including, but not limited to, escorting victims to court hearings, answering general questions from the public about the criminal justice system and gathering and presenting statistical information.

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Experience:

   a. Graduation from high school or GED equivalent
   b. One year demonstrated experience in providing office support.

2. Special Requirements:

   a. Ability to type 50 w.p.m.
   b. Good hand/eye coordination and finger dexterity

3. Knowledge, skills, and abilities:

   a. Exceptional communication skills.
   b. Proficient in the use of grammar, spelling, sentence structure, legal terminology so as to detect and correct written work.
   b. Proficient in the operation of computer word processing.
   c. Ability to recognize, handle with discretion, and work with confidential information.
   d. Ability to independently organize and coordinate work flow and prioritize work to meet strict deadlines.
   e. Ability to work with strict deadlines, stressful subject matter, and distressed individuals.
   f. Working knowledge of Minnesota Data Practices Act regarding release of information.
   g. Ability to communicate effectively with a wide variety of people verbally and in writing.

h. Ability to deal with members of the public who are often confused, angry, and/or demanding.
i. Skilled in operation of office equipment listed.
j. Knowledge of county office and its functions and responsibilities.

TOOLS AND EQUIPMENT USED:

The Victim-Witness Assistant position requires use of a personal computer, dictation equipment, typewriter; telephone, copy machine; facsimile machine and calculator.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit at a desk for extended periods of time; reach with hands and arms; operate office equipment; hear, see, and talk; handle or feel objects requiring finger dexterity and/or hand/eye coordination, and frequently walking, standing, bending or carrying light items.

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

The employee is frequently working under stressful conditions due to time limitations imposed.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

Periodically exposed to hostile threatening, and potentially violent individuals.

GENERAL STATEMENT:

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

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

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

EMPLOYMENT CATEGORY:

Grade:	**12**
Points:	
Salary Range:	**Step 2 through Step 9**
Revision History:	**09/06/99; 06/17/2008; 12/11/14; 4/9/18**

Chisago County
MINNESOTA
ADMINISTRATION

Amended IV.

ARPA/CIP Funds – Update to "LENS" Record Management System

The Chisago County Attorney's Office utilizes a software records management system referred to LENS (Law Enforcement Network System). This has been the County Attorney's Office RMS since 2006 and has had marginal upgrades during that time. Integrating LENS with other operable networks is essential to managing the data and flow of information. This brief project description and cost estimate from the LENS RMS Software Developer, Tybex Technologies, proposes two separate integrations: (1) Integration with law enforcement's evidence management system, AXON and (2) Integration with the Public Defenders' Office ECM records/discovery management.

Law Enforcement agencies with which the County Attorney's Office receives evidence (Sheriff's Office, each of the three (3) local police departments, and the State Patrol) each generate data or discovery related to each and every case which must be utilized by prosecutors. The data must be acquired in a timely manner, reviewed, managed and then disclosed to defense attorneys. This process increasingly consisting of large audio and video files, documents, photos, and reports. Each of these upgrades will allow the County Attorneys Office to streamline some of the complex, time-consuming tasks associated with mandated operations regarding two of the larger entities with which we interact daily. Once collected by law enforcement, this information must be managed, tracked and relayed to the County Attorney's Office. Tracking and ensuring the discovery is acquired by the prosecutors requires a tremendous amount of time. Currently the systems do not "talk" to one another and staff time is consumed my checking and monitoring for new discovery items which must be retrieved for each of the 1000+ criminal matters handled per year. The coordination with Axon will allow the information to be transferred as a matter of course without manual manipulation.

The Public Defender's Office represents roughly 60% of the defendants for cases prosecuted by Chisago County Attorney's Office, and so streamlining the discovery process for that office and corresponding cases, will provide for efficiencies and increased reliability. Justice requires that the Attorneys Office be certain all data is received and disclosed to defense counsel. These two proposed integrations are one-time enhancements for the LENS Record Management System in the County Attorney's Office.

TOTAL Cost: $40,600

Cost to for one project is $23,200 and the second project is $17,400; together, the total cost is $40,600.

TOTAL NEED $40,600

Attachment(s):

- SOW from Tybex Technology

How would the County like to fund this request?

Tibex Technology Inc.

Statement of Work

LENS to Axon Evidence Integration

This integration will allow users to import evidence information from Axon as links and upload files to Axon without signing into Evidence.Com. It will also enable a scheduled process on the LENS server to import newly added evidence and alert county attorney staff.

Auto-create evidence links	A hotspot in a LENS case will prompt users to enter an Axon case number, usually the Incident number in LENS. LENS will display all evidence information stored in Axon for the case. The user can select evidence that should be added to the LENS case as links. LENS will then create links to the selected evidence records.
Search for new evidence and create links.	An agent running on the LENS server will periodically check for new evidence added to Axon. The agent will try to match the new evidence records with LENS cases using the Axon case ID and LENS incident number. LENS will create links in the case record when a match is found and notify the assigned legal assistant, attorney, or other, as defined in the LENS configuration record. Evidence records that do not have matching LENS cases will be displayed in a view with an option for staff to associate them with LENS cases.
Upload files from OnBase to Axon.	The County Attorney's Office may want to upload files from OnBase to Axon for discovery. When Public Defenders Office discovery integration is enabled, and staff selects OnBase files for discovery, LENS will first upload those files to Axon.
Add Categories to Axon Evidence	The County Attorney's Office may want evidence in Axon to be tagged with categories for various reasons. For example, evidence shared with Public Defenders Office can be categorized as such. Anyone with access to Evidence.com can then search for evidence by category.
Modify retention period	LENS will provide a way to update the retention period stored in evidence.com for Axon evidence records created in LENS as links.

Tibex Technology Inc.

LENS to Public Defenders Office ECM Portal Integration

This integration will allow users to upload discoverable files directly from a LENS case to Public Defenders Office ECM Portal. Users will not need to log in to ECM Portal.

How it will work

1. From the attachments tab in LENS cases, users will select files and Axon evidence links and tag them as discoverable.
2. If OnBase files are selected, a server process will upload those files to Axon.
3. After all the files that need to be shared are in Axon, a server process will do a cross-agency file share within Axon.
4. The server will then share Axon evidence ID with the Public Defenders' Office integration API.
5. The Public Defenders Office system will display the shared evidence records in ECM Portal.
6. A LENS server process will query the Public Defenders' Office API, get the status of discovery material sent to the ECM Portal, and update the corresponding files in the attachments tab.

Note:

- We are assuming that Axon Integration API supports uploading files.
- We assume the Public Defender's Office will modify its integration API to receive Axon evidence ID. Currently, their API receives URLs to download discovery files.

Cost Summary

LENS to Axon Evidence Integration	$ 23,200
LENS to Public Defenders Office ECM Portal Integration	$ 17,400
Total	$ 40,600

_____ _____

Chisago County Attorney Date

_____ _____

Tibebu Shitaye

Tibex Technology Date

ARPA/CIP Funds – Phase 2 Vendor Scanning

Mid-America that was used for Phase 1 of the County Scanning Project.

Pricing used is from the Minnesota State Contract Rates for Scanning and Imaging Services, Contract #220460ll pricing is from the State Contract.

Boxes/Records to be scanned are as follows:

1. County Board Meeting Packets = 18 Letter-size Banker Boxes
    a. 2011 – 2013, 2015 – 2021

2. Water Plan Policy Team (WPPT) Water Resources = 2 Letter-size Banker Boxes (Dates: July 1990 – December 2022)
    a. Board Meeting Packets

3. Lake Improvement District (LID) = 3 Letter-size Banker Boxes (Dates: 2008 – 2022)
    a. Board Meeting Packets

The total cost is: $ 4,814.40

How would the County like to fund this request?

ARPA/CIP Funds – Government Center Elevator Repair

The County Board of Commissioners has previously funded this request using ARPA (already has $50k allocated to the project ARPA-0135-MNT).

Unfortunately, the original $50k (Dec. 2022) allocation is not enough and proposed 'part' recommended by MEI will NOT work.

TOTAL Cost: $111,119.25

TOTAL NEED $61,119.25

Attachment(s):

- Quote from MEI

How would the County like to fund this request?

MEI TOTAL ELEVATOR SOLUTIONS

Twin Cities Office
2333 Waters Dr
Mendota Heights, MN 55120
Phone: (612)338-3774 Fax: (507)245-4198
www.meiusa.com

Date: 6/21/2023

QUOTE NUMBER: 18258 - Rev 1

Elevator Modernization Agreement

EQUIPMENT LOCATION:
CHISAGO CO GOVERNMENT CENTER
313 N MAIN ST
CENTER CITY, MN 55012-7698

ELEVATOR DESCRIPTION:

Elevator ID: MN16320

Description: ELEV 1 - LEC ELEV

SUBMITTED TO:
CHISAGO CO GOVERNMENT CENTER
313 N MAIN STREET
CENTER CITY, MN 55012

ATTN:
WARD BROWN
651-213-8296
WARD.BROWN@CHISAGOCOUNTY.US

Type of Work: Modernization

This Modernization Agreement ("***Agreement***") is proposed as of this 21st day of June, 2023 ("***Effective Date***") between MEI Total Elevator Solutions ("***MEI***"), and ***"Customer":*** CHISAGO CO GOVERNMENT CENTER, 313 N MAIN STREET, CENTER CITY, MN 55012. MEI and Customer are collectively referred to herein as the "***Parties***" or individually as a "***Party***". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

New solid-state microprocessor controller

New solid state motor starter

New solid-state landing system

New Machine Room and Hoistway wiring

FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone

New hall stations at all landings

New emergency car lighting

Phase I & Phase II fire fighters service key switches to meet code

New direction lantern

NEW DOOR EQUIPMENT:

New non-proprietary solid state door operator

New door clutch

New door restrictor

New car gate switch

New car door hangers & track

New electronic light curtain that detects passengers entering or exiting the elevator

New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

MISCELLANEOUS:

Removal of all decommissioned equipment

Any equipment not specifically included in the scope of work above is to be retained and reused

Permit & inspection included

Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will

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communicate with our materials suppliers and make every effort to meet the desired schedule.

FIXTURES:

New Cover Plate

SPECIAL CONDITIONS:

1. Lead time for engineering and materials is presently running approximately 8-10 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 4 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of $330.00 per hour.
4. This proposal is bid as ANSI A17.1-2016. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "***T&C***").

Price:

$111,119.25

Payment Terms:

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

MEI TOTAL ELEVATOR SOLUTIONS

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Date: 6/21/2023 **QUOTE NUMBER: 18258 - Rev 1**

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

Accepted by:

(CUSTOMER)
Approved by Authorized Representive

Signed: _____

Date: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

MEI Total Elevator Solutions
Approved by Authorized Representive

Signed: _____

Date: _____

Print Name: Ryan Johnson

Title: Account Manager

Phone: 507-740-1385

Email: ryan.johnson@meiusa.com

Name of Company: _____

Customer Purchase Order: _____

☐ Principal, Owner or Authorized Representative or Owner

☐ Agent: _____
(Name of Principal or Owner)

MEI TOTAL ELEVATOR SOLUTIONS

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MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6)months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of $7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20’x25’ per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided for an additional $150 per week per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of $7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

Disposal Contaminated Oil or Hydraulic Fluid (as applicable):

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

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Jack Hole Clause (as applicable):

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of $250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

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MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customerâ€™s third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES**. IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY**. EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) $25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY**. CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

5. Indemnification. Each Party (as *"Indemnifying Party"*) shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, *"Indemnified Party"*) against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

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6. Default. An event of default ("***Event of Default***") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

ARPA/CIP Funds – Center City Public Works Cellular Service

There are major issues with cellular coverage in the Center City Public Works facility. This is due to it being a metal building.

Acquiring a usable cell signal inside the main facility is pretty much impossible without utilizing a signal booster/BDA.

The original system was installed many years ago. As it sits today, the system is no longer functional and really needs to be replaced.

TOTAL NEED $29,480.00

Attachment(s):

- Quote from ANCOM Communications

How would the County like to fund this request?

ANCOM Communications
1800 East Cliff Road, Suite 17
Burnsville MN 55337
(952) 808-0033 Fax: (000) 000-0000

ANCOM DELIVERS SOLUTIONS

QUOTATION

QUOTE NO.: 48500 - 00 EC
DATE: 7/05/23
TERMS: NET 30
DELIVERY: ATC DELIVER/INSTALL

BILL TO: 244
Chisago Cty ECS
313 North Main Street, RM 140
Center City, MN 55012

SHIP TO: 3
Chisago Cty PW/HWY Dept.
Attn: Mike Erding
31325 Oasis Rd.
Center City, MN 55012

Please reference Quote No. on Correspondence & purchase orders.
Quote expires: 08/04/2023

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	1	Installation Parts	18,180.00		18,180.00
1A		Cel-Fi Quatra NU (Verizon) 4 Cel-Fi Quatra CU (Verizon)			
1B		Wide Band Parabolic Antenna 4 Omni Antenna			
1C		4 Directional Antenna 4 2-way Splitter			
1D		3/8" Outdoor Coax 1/2" Plenum Coax			
1E		Teflon Low-Loss Plenum Coax QMA Male to N Male Jumper			
1F		Plenum Shielded Cat5e Shielded RJ-45 Connectors			
1G		N-Female Connector for 1/2" Coax			
1H		N-Male Connector for 1/2" Coax N-Female Connector for			
1I		3/8" Coax N-Male Connector for 3/8"			

Continued on following page

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Randy Beach** **4 3**

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted by _____ **P.O. No** _____

LEGAL NAME OF PURCHASER

_____ **Date** _____

AUTHORIZED SIGNATURE

MOTOROLA
Authorized Two-Way Radio Dealer

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1J		Coax N-Female for Teflon Coax			
		N-Male connector for Teflo			
1K		Grounding Bus Bar			
		Serving Antenna Mounting			
1L		Bracket			
		Grounding Materials			
1M		Miscellaneous Shop Supplies			
		Cable Management			
1N		Self Locking Hanger			
		Loop Hanger			
1O		Lightning Arrestor			
		Logistics			
2	1	Installation Labor Services	11,300.00		11,300.00
2A		Pre-site and Design			
		Installation Labor			
2B		Lift Rental			
		Testing and Commissioning			
2C		Trip Charge			
3					
		Thank you for your order!! RB			
			Item summary		29,480.00
			Subtotal		29,480.00
			Sales Tax		.00
			GRAND TOTAL:		29,480.00

7/12/23

Amended VIII.

Request for 3 Community Health Workers

What is a Community Health Worker?

Role 1: Bridge the gap between communities and the health and social service systems

1. Enhance care quality by aiding communication between provider and patient to clarify cultural practices
2. Educate community members about how to use the health care and social service systems
3. Educate the health and social service systems about community needs and perspectives
4. Establish better communication processes

Role 2: Navigate the health and human services system

1. Increase access to primary care through culturally competent outreach and enrollment strategies
2. Make referrals and coordinate services
3. Teach people the knowledge and skills needed to obtain care
4. Facilitate continuity of care by providing follow-up
5. Enroll clients into programs such as health insurance and public assistance
6. Link clients to and inform them of available community resources

Role 3: Advocate for individual and community needs

1. Articulate and advocate needs of community and individuals to others
2. Be a spokesperson for clients when they are unable to speak for themselves
3. Involve participants in self and community advocacy
4. Map communities to help locate and support needed services

Role 4: Provide Direct Services

1. Promote wellness by providing culturally appropriate health information to clients and providers
2. Educate clients on disease prevention
3. Assist clients in self-management of chronic illnesses and medication adherence
4. Provide individual social and health care support
5. Organize and/or facilitate support groups
6. Refer and link to preventive services through health screenings and healthcare information
7. Conduct health related screenings

Role 5: Build Individual and Community Capacity

1. Build individual capacity to achieve wellness
2. Build community capacity by addressing social determinants of health
3. Identify individual and community needs
4. Mentor other CHWs – capacity building
5. Seek professional development (continuing education)

Why?

The Pandemic disrupted social support networks, access to healthcare, job stability, and more. This had a ripple effect into deeper rooted problems such as isolation leading to increased mental health problems, left unchecked can result in chronic issues. Job loss resulting in families struggling to afford housing, food, and other necessities, now playing catch up to get back to a baseline in an economy that has been challenging with increased food and housing costs over the past few years. Investing in CHW's can help address the social determinants of poor health that disproportionately affect low-income, minority populations and that are magnified during times of crisis. Our hope is that CHW's can provide education, resources, and referral to facilitate access to health and social service programs and provide psychosocial support and health education. Data shows that CHW's supporting family home visiting has improved outcomes and reduced both maternal and infant mortality rates.

CHWs are trusted members of local communities who share lived experiences with their neighbors and peers, and they are experts in navigating complex systems of care, serving as a link between clinical and community-based services and the people who need them most. Social determinants like a large portion of our county living in rural areas impact access to health care including mental health services, vaccines, etc... We are hoping that by the grant covering the work to begin we will have NO red tape, thus allowing CHW's to have a vast reach within our community. As a pilot we can be collect some data to evaluate outcomes for future success. We have an opportunity to fine tune the roles, look for opportunities to collect reimbursement to help make the roles sustainable into the future.

Local Data:

CHA survey- Direct questions about how respondents felt COVID impacted them.

- 21.5% said covid impacted their financial health for the worse.
- 24.1% said their MH got worse in the past year from covid.
- 26.4% said their physical health was worse due to COVID.

Other CHA results:

- 14.8% have worried about food at some point in past 6 months
- 4% state that they often worry about accessing food.
- 17.7 state that the cost of food is a concern to access. This survey was administered in 2022 and we know that this problem has only been exacerbated with the increasing cost of food.
- Additionally, our CHA indicated a 41% increase since the last assessment in 2017 of those reporting they sought out Mental Health professional in the past year.
- 14.2 % of Respondents also report difficulty in participating in social activities due to mental health, up from 8.5% in the last survey.

- We saw a 50% increase from the last survey in those who reported having a diagnosis of Depression and an increase of 40% in those reporting diagnosis of anxiety.

Financials:

CHW/COVID Recovery- (2 contracted funded positions through 6/31/24)

Contracted workers @ $37.50/hr

1 full time positions= 78,000/annually

2 full time positions= $156,000/annually

-According to Salary.com the average salary for a CHW in MN is 59,932 as of 5/1/23. The average salary for a CHW in Minneapolis is 62,510. (As outliers of the metro area, 60K was used for base salary and an additional 30% for taxes/benefits not earned in contract role.)

Funding Source: Federal COVID-19 Vaccine Grant. MDH has already authorized the expense.

CHW for Family Home Visiting Program- (1 contracted funded position through 12/24)

1 FTE- $37.50/hr. ($78,000 annually). Total grant funds approved= 109,200

Funding Source: This will be covered by the Strong Foundations: Capacity Building grant. MDH has already authorized the expense.

*Additional expenses such as training, laptops, and certifications can be covered under the workforce grant, the infrastructure grant, or a combination of the two.

Chisago County
MINNESOTA
ADMINISTRATION

Amended IX.

Supervisor Training – Quinlivan and Hughes, ARPA

In March, County Administrator Chase Burnham requested $5,500 for supervisor training for all Department Heads and Supervisors in the County to be provided by Quinlivan and Hughes law firm.

In the course of negotiations, many issues were discussed regarding management of labor and non-labor staff. Given the need and the timing of the signed labor contracts, now would be a great time to train all staff.

The following topics will be discussed;

Understanding and Performing the Duties of a Supervisor

- Chisago County's Expectations
- Legal Expectations

Collective Bargaining Agreements

Addressing Employee Performance and Employee Complaints

- Effective Performance Appraisals and Performance Management
- Handling Discipline and Discharge
- Receiving and Effectively Responding to Employee Complaints

Dealing with Employee Conflict

Supervising Employees who Telecommute

Statutory Rights and Benefits

- Maintaining and Disclosing Personnel Data
- Americans with Disabilities Act
- Family Medical Leave Act
- Other statutory leaves

Motivating and Engaging Staff and Recognizing and Responding to Staff Needs

Sexual harassment/discrimination – handling complaints

Retaliation/reprisal

The training took place at the Chisago County Government Center on May 17th and 18th. Over 50 supervisors and department heads attended the 2—day training.

The Budget and Finance Committee approved the expenditure up to $5,500, however the total cost is $8,111.86.

The County needs to pay an additional $3,111.86 for the services provided.

QUINLIVAN & HUGHES, P.A.
ATTORNEYS AT LAW

Quinlivan & Hughes PA
1740 W St Germain St, Ste. 101
PO Box 1008
St Cloud, MN 56302-1008
Telephone: (320) 251-1414
Fax: (320) 251-1415

WE ACCEPT...
VISA MasterCard DISCOVER NETWORK AMERICAN EXPRESS

TAX ID 41-0947484

PAYMENT DUE UPON RECEIPT

June 07, 2023

Invoice No. 2960

CHISAGO COUNTY ADMINISTRATION
ATTN: CHASE BURNHAM
313 N. MAIN ST., RM. 170
CENTER CITY, MN 55012

Client Number: 43013 CHISAGO COUNTY ADMINISTRA
Matter Number: 1000557 Chisago County (2023 Supervisor Training)
For Services Rendered Through 5/31/2023.

Fees

Date	Timekeeper	Description	Hours	Amount
3/1/2023	DJE	FLAT FEE.	0.00	$5,000.00
5/17/2023	CRK	Travel to and from Center City and present day 1 of training.	3.00	$690.00
5/17/2023	DJE	Travel to and from Center City and attendance at day 1 of training.	3.00	$690.00
5/18/2023	DJE	Travel to and from Center City for day 2 of training.	3.00	$690.00
5/18/2023	CRK	Travel to and from Center City and present day 2 of training.	3.00	$690.00
		Billable Hours / Fees:	**12.00**	**$2,760.00**
		Flat Charge Hours / Fees:		**$5,000.00**

Timekeeper Summary

Timekeeper DJE worked 6.00 hours at $230.00 per hour, totaling $1,380.00.

Timekeeper DJE - flat charges totaling $5,000.00.

Timekeeper CRK worked 6.00 hours at $230.00 per hour, totaling $1,380.00.

Cost Detail

Date	Description	Amount	Check No.
5/18/2023	E110 Out-of-town Travel-Travel to and from Center City (from Big Lake) for training session.	$73.75	111708

Continued On Next Page

	Payee: DYAN EBERT		
5/18/2023	E110 Out-of-town Travel-Travel to and from Center City (from Big Lake) for training session. **Payee:** DYAN EBERT	$73.75	111708
5/30/2023	E110 Out-of-town Travel-Travel t/f Center City from Maple Lake **Payee:** CALLY KJELLBERG-NELSON	$102.18	111771
5/30/2023	E110 Out-of-town Travel-Travel t/f Center City from Maple Lake and to St. Cloud **Payee:** CALLY KJELLBERG-NELSON	$102.18	111771
	Total Costs	**$351.86**	

Current Invoice Summary

Prior Balance:	$0.00
Payments Received:	$0.00
Unpaid Prior Balance:	$0.00
Current Fees:	$7,760.00
Advanced Costs:	$351.86
TOTAL AMOUNT DUE:	**$8,111.86**

Please reference the Invoice No. when submitting payments. Late Charge when shown equates to the interest at a rate of 6% per annum on any unpaid balances 30 days old, or older.
Thank You for Letting Us Serve You.

CDS
7/11/23
$5,000 K
ARPA
$3111.86
↓
proposed ARPA
@ 7/11/23

Chisago County
MINNESOTA
ADMINISTRATION

Amended X.

ARPA/CIP Funds – Chisago County Historical Society

The Chisago County Historical Society is requesting assistance from the Chisago County Board of Commissioners to replace their HVAC System in the Lindstrom Building.

A crane will be needed to move the current system off the roof and to move the new systems on the roof - the estimate is $28,000, which is dependent on no roof damage.

This is a major expense for the CCHS because they have recently put on a new roof and new windows in the past three years - at a cost of over $50,000.

CCHS is working on a grant from the Minnesota Historical Society however it is a three year process - and the HVAC will not last 3-years.

The County has budgeted the following amounts for the CCHS;

2018 - $25,875
2019 - $27,500
2020 - $29,250
2021 - $28,500
2022 - $30,210
2023 - $35,210

TOTAL REQUEST $28,000

How would the County like to fund this request?

Chisago County
MINNESOTA
ADMINISTRATION

Amended XI.

Chisago County Childcare Proposal

The Chisago County Child Care Gap Committee (through the Chisago County HRA-EDA) created a strategy with the facilitation of First Children's Finance. There are typically 15 people in attendance at each meeting working to determine ways to create more "slots" for childcare.

Many people are not going to work because they either cannot find child care or cannot afford it. Many employers state that their employees are often absent or leaving their jobs due to lack of childcare.

The four goals of the Committee are:
1) Research the Child Care funding opportunities,
2) work with churches for space,
3) create an association/mentorship program, and
4) research the potential of more than one provider in a location. (POD program).

After outreach and marketing, the Committee have found opportunities to help start up child care businesses, bring providers together with facilities, and found funding opportunities to assist in early startup funds and training.

The group is inquiring about the potential of funding from the County's ARPA Allocation ($100,000 to 'Childcare Provider Training Assistance) to help create more "slots" by helping the providers. The idea is to create a grant program for childcare centers and for home childcare providers to create, improve or expand their spaces.

If the County allocates funds to childcare, the committee will create an application. As the lead agency for this endeavor, the HRA-EDA would be interested in administering the funds and the committee will make the determination as to how the funds are used.

Chisago County Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** 17
Title of Item for Consideration: Emergency Foster Care Contract with Leah Killian-Smith and Jonah Smith	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

***Attachment(s)*:**

- Contract between Chisago County and Leah Killian-Smith and Jonah Smith
- Emergency Foster care description, Attachment A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Leah Killian-Smith and Jonah Smith for one year (August 1, 2023 through July 31, 2024). The suggested motion is as follows:

"Move to approve the contract between Chisago County and Leah Killian-Smith and Jonah Smith"

Implications of Action: Board approval at tonight's meeting will authorize the County to provide emergency shelter foster care for children in crisis.

Budget/Financial Implications: The Financial implications are budgeted from levy dollars

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

CONTRACT BETWEEN
CHISAGO COUNTY AND LEAH KILLIAN-SMITH and JONAH SMITH

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Lean Killian-Smith and Jonah Smith 8186 257th ST Chisago City, MN 55013(hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) **Term of Agreement**
The Provider agrees to furnish services to the benefit of the County commencing effective **August 1st 2023 through July 31st, 2024** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) **Services**
The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) **Cost of the Agreement**
The provider will be paid twenty dollars ($20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars ($10.10) per day for county recognized holidays/ days the government center is closed as identified at https://mn-chisagocounty.civicplus.com/733/Observed-Holidays. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) **Payment for Services**
The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

5.) **Indemnification and Insurance**
The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) **Compliance with Laws/Standards**

The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject mater thereof for which the Provider is responsible.

7.) **Independent Contractor**

The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Mary Welty, Child Foster Care Licensing Worker
651 213-5660

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the Provider is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the Provider may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

9.) **Merger and Modification**

It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) **Default and Cancellation**

If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) **Nondiscrimination**

During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination tinder any and all applicable federal state laws against discrimination.

_____ Date:_____
Ben Montzka
Chair, County Board of Commissioners

_____ Date:_____
Chase Burnham
County Administrator

_____ Date:_____
Leah Killian-Smith
Provider

_____ Date:_____
Jonah Killian-Smith
Provider

_____ Date:_____
Robert Benson, Director
Chisago County Health and Human Services

Reviewed as to Form:

Janet Reiter

7/12/2023

_____ Date:_____
Janet Reiter, Chisago County Attorney

Attachment A
Emergency Foster Care Program Description

The Agency Shall:

1. The Provider shall be able to access the assistance of on-call Agency staff after office hours, holidays and weekends.

2. The Agency will provide the Provider with the Information and Referral form about each child within 5 working days, the Out of Home Placement Plan within 30 days, and legal notification as required by rule.

3. The Agency will keep the Provider informed regarding the development of plans for the child in placement and will give the Provider notice when a child is going to be removed from their home. The length of this notice is determined case by case.

4. The location of the child's placement is provided to the child's family, unless unique circumstances exist in accordance with state law. This law precludes the release of such information or authorizes the withholding of such information. State law requires the parents have the right to information about the location of their child, unless the release of placement location would place the child's health or welfare in danger. The county agrees to discuss the release of said information with the provider prior to such action. However, the release or withholding of this information is entirely at the discretion of the County and the provider shall abide by the decision for the county.

5. Arrange visitation with the child's parents. The Foster Provider will be notified of the time, location, and frequency of visits.

6. Provide a cell phone, if requested.

7. Coordinate the on-call schedule.

The Foster Provider Shall:

1. Be available for emergency placement between 4:30 PM to 8 AM weekdays, 4:30 PM Friday to 8 AM Mondays, and Holidays, while on coverage. Providers shall be available by cell phone.

2. Commit to allowing a child placed in your home until the child can return home or is placed in another designated placement.

3. Agree to accept a placement unless in consultation with the Agency it was agreed to be a reasonable cause for declining a placement.

4. Work with the case manager to implement school plans and service plans. For short-term placements, transfer from other school districts will usually not be made. If requested, the provider will enroll the child in the local school, or make bus arrangements for an education program. Within reasonable limits, and in consultation with the licensing worker, the Provider will transport children to a school district out of the foster parents' local area.

5. Agree with the on-call schedule. The Provider will agree to a rotating coverage schedule. The schedule will be coordinated by the Chisago County Social Worker. The frequency and duration of on-call will depend on the number of homes providing Emergency Shelter Care. The schedule will be made with consideration of the needs of each Provider and the need of the County to have a home available.

6. Attend SIDS, Shaken Baby Syndrome and Child Restraint Safety Training if the provider has not completed these trainings in the previous 5 years. Also attend child CPR and First Aid training upon request of licensor.

7. Meet and maintain licensing requirements in cooperation with the agency.

8. Accept placements only from Chisago County personnel.

9. Foster children are not to share same bed unless approved by worker. Boys and girls are to sleep on separate rooms with monitoring devices if on the same level of the home. Infants/preschoolers are the exception to this.

10. Have necessary equipment for child available i.e. crib, playpen, car seat, diapers, lice shampoo and formula. Agency could possibly assist with additional equipment needed in an emergency placement of sibling groups.

11. Chisago County will provide cell phones for emergency foster families that do not have one available. Families will be responsible for replacement/repair of cell phone if lost and/or damaged.

12. Respond to cell phone within 15 minutes and be within 30 minutes arrival time from the home. Arrangements for placement will be made between worker and foster parent or approved substitute care provider.

13. Providers need to accept referrals when on call. If there is an unusual circumstance, issues will be discussed with placing worker and problem-solved as needed.

14. Providers will obligate themselves for a minimum of 2 months per contract year while scheduled for the on-call rotation. The provider's shift will commence at Midnight on the 1st of the calendar month and end at Midnight on the last day of the month. However, it is possible that a child will need to remain in the shelter home past the time the provider is actually on call.

15. Provider shall attend periodic meetings and required specialized training upon request.

16. For providers with a dual-license (foster care and child care), it will be necessary to have a written protection plan, explaining how they are able to provide adequate supervision for children in their child care setting and also care for emergency shelter care placements. This will need to be in written form and will be placed in the foster care file and childcare file.

17. When the scheduled provider has reached capacity, he/she will contact the CFC Licensing Social Worker. The CFC Licensing Social Worker will request an alternate provider to

assume responsibilities of the emergency foster care services and notify the after hours staff of this change.

If the scheduled provider reaches capacity, and the CFC Licensing Social Worker is not available (evenings and weekends); he/she will contact the After Hours staff to have the emergency shelter responsibilities reassigned to an alternate emergency foster care provider.

Payment:

1. The Provider will receive $20.20 per day ($30.30 per day on holidays and days that the government center is closed) to provide emergency shelter care. A day is defined as a 24 hour period commencing at Midnight. The provider will submit a Voucher/Invoice form to receive this payment. In the event that the scheduled provider is unable to accommodate emergency placements for any reason, alternate provider will be paid the shelter rate beginning the day he/she takes responsibility for the emergency foster care services.

2. When placement occurs, the provider will receive a daily payment amount for the first 30 days based on the Northstar Care for Children basic daily rate for the age of the child plus Level D for the supplemental difficulty of care daily rate. After 30 days, the child's social worker will complete a Minnesota Assessment of Parenting for Children and Youth (MAPCY) with the Provider's input and the rate will be adjusted according to the outcome of the assessment.

   The daily payment per child includes costs incurred by the provider for food, entertainment, incidentals, normal wear and tear, customary transportation and hygiene products. If a child comes into emergency placement on a Friday night or during the weekend/Holiday and he/she does not have any clothing except what they are wearing, you are authorized to be reimbursed for clothing purchases for up to $25 per child without getting prior authorization. All other clothing expenditures above $25 need prior approval by the child's case manager if you desire reimbursement from the Agency. The child's parents are billed for all clothing expenses by the Agency.

   The Provider will submit a monthly Voucher/Invoice form for each child in care by the 5th of the following month. The agency will make payment to providers within 45 days of receipt of the Voucher/Invoice.

Termination of Agreement:

This Agreement may be canceled at anytime by either party, with or without cause, upon 15 days written notice.

The Agency may immediately terminate the agreement if Chisago County Human Services determines that the provider has violated the terms or conditions of this agreement or has endangered or is likely to endanger the health, safety or welfare of any client. No payments shall be made for the period during which services are suspended, unless otherwise determined by the county.

Chisago County Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** **18**
Title of Item for Consideration: SHIP 215, 216 Grant Agreements – TRIO Wolf Creek, City of Lindstrom and Chisago County Parks	
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)*: *(all contracts available with Clerk of the Board)

- SHIP Grant Agreement 215 – TRIO Wolf Creek
- SHIP Grant Agreement 216 – City of Lindstrom
- SHIP Grant Agreement 217 – Chisago County Parks

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreements – TRIO Wolf Creek, City of Lindstrom and Chisago County Parks. The following motion is suggested:

"Move to approve the SHIP Grant Agreements 215, 216, and – TRIO Wolf Creek, City of Lindstrom and Chisago County Parks."

Implications of Action: Approval of this Ship grant agreement will allow TRIO Wolf Creek to purchase training for Mental health First Aid for the staff at the school, this will allow staff to feel more comfortable when speaking to students about depression and suicidal ideation's, through this training Wolf Creek will decrease the number of suicide attempts that the student populations experience.

Approval of this Ship grant agreement will allow City of Lindstrom to purchase a hydration station, the hydration station will be located in a highly used park next to the Lindstrom City Hall, it will give adults/children using the park system the ability to hydrate.

Approval of this Ship grant agreement will allow Chisago County Parks Department to Purchase trail map signage and brochure printing, having this work done will ensure that metal signs assist the public in navigating through out the parks, and the metals signs will last for many years.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $1,100.

The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds

(SHIP) in the amount of $2,788.35.

The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $4,900.00.

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 _____

Chisago County Request for Board Action

Meeting Date: July 19, 2023	***Item Number:*** **19**
Title of Item for Consideration: Opioid Settlement Q2 Staff Expenses	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures.

***Attachment(s)*:**

- Q2 2023 Opioid Expenses

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners the Approve the Opioid expenses for County Staff time during Quarter 2 of 2023 as part of tonight's consent Agenda. If removed from the Consent Agenda and discussed separately, the following motion is suggested:

"move to approve the Opioid Expense for County Staff time during Quarter 2 of 2023"

Implications of Action: Approval of the request of use of the opioid funds will compensate the County for Staff time used to organize Opioid related events and expenditures.

Budget/Financial Implications: The budget will be fulfilled by Opioid settlement funds in the amount of $4,556.70.

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 _____

OPIOD Q2 2023 expenditures

Detail for Summary Tab			**Comm Health Hours**	**Gen PH Hours**								**Total**
Madelyn Jensen			44.25	2.00								
Mackenzie Halfen			46.75									
Madelyn	Hourly	41.26	91.00	2.00	-	-	-	-	-	-	-	93.00
	Hours	46.25										1,908.28
Mackenzie	Hourly	47.79										
	Hours	46.75										2,234.18

Grand total of invoice	**PH Salary**	**Total**	**Hours**
	1,908.28	1,908.28	46.25
Madelyn - $41.26 2023	2,234.18	2,234.18	46.75
Mackenzie - $47.79 2023		4,142.46	93.00

4,142.46	PH Expense	
414.25	10% Admin Expense	
Total	**4,556.70**	

Chisago County Request For Board Action

Meeting Date: July 19, 2023	***Item Number:*** **20**
Title of Item for Consideration: Update to Attorneys "LENS" Record Management System to Integrate with other Software Systems	
Action Requested by: Janet Reiter, County Attorney	***Department:*** County Attorney
Previous Action on this Matter: None.	

Background: The Chisago County Attorney's Office utilizes a software records management system referred to LENS (Law Enforcement Network System). This has been the County Attorney's Office RMS since 2006 and has had marginal upgrades during that time. Integrating LENS with other operable networks is essential to managing the data and flow of information. This brief project description and cost estimate from the LENS RMS Software Developer, Tybex Technologies, proposes two separate integrations: (1) Integration with law enforcement's evidence management system, AXON and (2) Integration with the Public Defenders' Office ECM records/discovery management.

Law Enforcement agencies with which the County Attorney's Office receives evidence (Sheriff's Office, each of the three (3) local police departments, and the State Patrol) each generate data or discovery related to each and every case which must be utilized by prosecutors. The data must be acquired in a timely manner, reviewed, managed and then disclosed to defense attorneys. This process increasingly consisting of large audio and video files, documents, photos, and reports. Each of these upgrades will allow the County Attorneys Office to streamline some of the complex, time-consuming tasks associated with mandated operations regarding two of the larger entities with which we interact daily. Once collected by law enforcement, this information must be managed, tracked and relayed to the County Attorney's Office. Tracking and ensuring the discovery is acquired by the prosecutors requires a tremendous amount of time. Currently the systems do not "talk" to one another and staff time is consumed my checking and monitoring for new discovery items which must be retrieved for each of the 1000+ criminal matters handled per year. The coordination with Axon will allow the information to be transferred as a matter of course without manual manipulation.

The Public Defender's Office represents roughly 60% of the defendants for cases prosecuted by Chisago County Attorney's Office, and so streamlining the discovery process for that office and corresponding cases, will provide for efficiencies and increased reliability. Justice requires that the Attorneys Office be certain all data is received and disclosed to defense counsel. These two proposed integrations are one-time enhancements for the LENS Record Management System in the County Attorney's Office.

Cost to for one project - Integration with Axon, Law Enforcement evidence management - is $23,200 and the second project for integration with the State Public Defender's Record Management is $17,400; together, the total cost is $40,600 and it is proposed the County use APRA Funds for these one-time upgrades.

***Attachment(s)*:**

- Proposed Professional and Technical Service Agreement.
- Tybex Technology SOW for LENS Integration Axon and ECM Portal Integration

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Agreement for LENS Integration. The suggested motion is as follows:

"Move to Approve the Agreement between the County and Tybex Technologies for the LENS Records Management Software Upgrades. "

In the alternative, if only one of the two Integration projects is approve, the suggested Motion is as follows:

"***Move to Approve the Agreement between the County and Tybex Technologies for the LENS Records Management Software Upgrades for Integration with Law enforcement evidence management system, Axon and Evidence.com."***

Or

Move to Approve the Agreement between the County and Tybex Technologies for the LENS Records Management Software Upgrades for Integration with the State Public.

Implications of Action: The approval of the proposed LENS upgrade, consisting of integration projects with Axon.com and the State Public Defender's Office (ECM) will streamline the processes with two different agencies, limit mistakes and improve justice.

***Budget/Financial Implications*:** Cost to for one project is 23,200 and the second project is $17,400; together, the total cost is $40,600. It is proposed the County use ARPA funds for this one-time expenditure.

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

Administrator's Recommendation

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

PROFESSIONAL &TECHNICAL SERVICES CONTRACT
between Chisago County and Tibex Technology

THIS CONTRACT, and amendments and any supplements thereto, is between the County of Chisago (hereinafter County), and Tibex Technology, 2401 Rhode Island Avenue So., St. Louis Park, MN 55426, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is a licensee of the LENS software created and licensed to Chisago County by the CONTRACTOR and the County is in need of professional/technical services for the integration services for the County Attorney's Office LENS database program and the integration with law enforcement's Axon program and the State Public Defender's ECM program as outlined in the attached Statement of Work, Attachment A; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on the date the final required signature is obtained by County (below), and shall remain in effect until one year from the effective date or June 30, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform such duties as described in the **Attachment A:** CONTRACTOR'S Statement of Work; adhere to the vendor responsibilities outlined in **Attachment B (Vendor User Agreement);** attached hereto and incorporated by reference.

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be as follows;

LENS to Axon Evidence Integration	$23,200
LENS to Public Defenders Office ECM Portal Integration	$ 17,400
Total	$ 40,600

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be

performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

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

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

Name:	Jon Eckel, Enterprise Services Director Chisago County
Address:	313 North Main St., Center City, MN 55012
Telephone:	(651) 213-8400
E-Mail:	jon.eckel@chisagocounty.us
Fax:	(651) 213-8401

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

Name:	Tibebu Shitaye Tibex Technology, Inc
Address:	2401 Rhode Island Ave. So., St. Louis Park, MN 55426
E-Mail:	tibebu.shitaye@tibextechnology.com

V. **CANCELLATION AND TERMINATION**.

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

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

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of County.

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

VIII. **INSURANCE**.

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

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

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

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

X. **MINNESOTA STATUTE §181.59**. To the extent applicable, the Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

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

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

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

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

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

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

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

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

XVII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Jurisdiction and Venue; and XV., State Audits.

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

APPROVED:

1. CONTRACTOR – Tibex Technology

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AS TO FORM:

By: Janet Kart
Title: Chisago County Attorney's Office
Date: 7/12/2023

Tibex Technology Inc.

Statement of Work

LENS to Axon Evidence Integration

This integration will allow users to import evidence information from Axon as links and upload files to Axon without signing into Evidence.Com. It will also enable a scheduled process on the LENS server to import newly added evidence and alert county attorney staff.

Auto-create evidence links	A hotspot in a LENS case will prompt users to enter an Axon case number, usually the Incident number in LENS. LENS will display all evidence information stored in Axon for the case. The user can select evidence that should be added to the LENS case as links. LENS will then create links to the selected evidence records.
Search for new evidence and create links.	An agent running on the LENS server will periodically check for new evidence added to Axon. The agent will try to match the new evidence records with LENS cases using the Axon case ID and LENS incident number. LENS will create links in the case record when a match is found and notify the assigned legal assistant, attorney, or other, as defined in the LENS configuration record. Evidence records that do not have matching LENS cases will be displayed in a view with an option for staff to associate them with LENS cases.
Upload files from OnBase to Axon.	The County Attorney's Office may want to upload files from OnBase to Axon for discovery. When Public Defenders Office discovery integration is enabled, and staff selects OnBase files for discovery, LENS will first upload those files to Axon.
Add Categories to Axon Evidence	The County Attorney's Office may want evidence in Axon to be tagged with categories for various reasons. For example, evidence shared with Public Defenders Office can be categorized as such. Anyone with access to Evidence.com can then search for evidence by category.
Modify retention period	LENS will provide a way to update the retention period stored in evidence.com for Axon evidence records created in LENS as links.

Tibex Technology Inc.

LENS to Public Defenders Office ECM Portal Integration

This integration will allow users to upload discoverable files directly from a LENS case to Public Defenders Office ECM Portal. Users will not need to log in to ECM Portal.

How it will work

1. From the attachments tab in LENS cases, users will select files and Axon evidence links and tag them as discoverable.
2. If OnBase files are selected, a server process will upload those files to Axon.
3. After all the files that need to be shared are in Axon, a server process will do a cross-agency file share within Axon.
4. The server will then share Axon evidence ID with the Public Defenders' Office integration API.
5. The Public Defenders Office system will display the shared evidence records in ECM Portal.
6. A LENS server process will query the Public Defenders' Office API, get the status of discovery material sent to the ECM Portal, and update the corresponding files in the attachments tab.

Note:

- We are assuming that Axon Integration API supports uploading files.
- We assume the Public Defender's Office will modify its integration API to receive Axon evidence ID. Currently, their API receives URLs to download discovery files.

Cost Summary

LENS to Axon Evidence Integration	$ 23,200
LENS to Public Defenders Office ECM Portal Integration	$ 17,400
Total	$ 40,600

_____ _____

Chisago County Attorney Date

_____ _____

Tibebu Shitaye

Tibex Technology Date

1) A Budget Adjustment Form must accompany any RBA in which you are requesting a purchase or hire that will require an adjustment to your approved annual budget.

2) Please fill in all the requested information highlighted in the input box on the "Change Form" tab. Input

3) Direct any questions regarding this form to Dennis Freed or Bridgitte Konrad in the Auditor-Treasurer's Office.

4) Send this completed form to: Bridgitte Konrad, Auditor-Treasurer's Office
Copy to Dennis Freed, Auditor-Treasurer's Office

5) The Auditor-Treasurer's Office will fill in the "Auditor-Treasurer's Comments" box and send the completed form to Bruce Messelt for approval.

6) If form is approved by Bruce Messelt, he will then submit this request to the Commissioners for formal Board approval in one of their regularly scheduled meetings.

7) After Formal Board approval, Auditor-Treasurer's dept will make the budget changes into IFS (Quarterly) and send this form along with a copy of your "revised 2019" budget to you.