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, September 20, 2023
County Board Room, Room 172

Convene; Pledge of Allegiance; Approve County Board Agenda

Road & Bridge Committee of the Whole:
Discussion

1.) County Engineer's Report TAB 1

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) Minutes from the September 6, 2023 County Board Meeting TAB 2
3.) Payment of County's Warrants and Miscellaneous Bills TAB 3
4.) Repurchase of Tax Forfeited Parcels pursuant to 282.241. TAB 4

Environmental Services/Zoning Report – Kurt Schneider, Director

5.) Director's Report TAB 5
6.) Kathy Haglof Conditional Use Permit Surrender TAB 6
7.) Kelly Hokanson - Hokanson View Preliminary Plat TAB 7
8.) Blue Ribbon Tree Farm Final Plat TAB 8
9.) Schifsky Conditional Use Permit – Rural Retail Tourism Educational Farm/Classes TAB 9
10.) SPRT – Seg. G Const. Project No. 13-SPT-23 Partial Payment to Knife River TAB 10
11.) Adoption RESO - Rum River and Snake River Comprehensive Watershed Mgmt Plans TAB 11
12.) JDNH Properties LLC, CUP Amendment – Flickabirds Resort Commercial Rec. Area TAB 12
13.) Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Treatment TAB 13

Other Business of the County Board

14.) Budget and Finance Report from September 13, 2023 TAB 14
15.) Discuss and Consider Approval of *Preliminary* 2024 Levy and Annual Budget TAB 15
16.) Minnesota Department of Health Vaccine for Children Perinatal Hep B Grant Program TAB 16
17.) Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc. TAB 17
18.) Chisago County Recorder Document Preservation Plan TAB 18
19.) Application to Conduct Off-Site Gambling – Shafer Firemen's Volunteer Benefit Assoc. TAB 19

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

TAB #1

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **September 13, 2023**

RE: Public Works Director's Report

Project Updates:

CSAH 40: Final pavement will be done by the 15th except for the CR 59 portion on the east side of CSAH 30 where we have pond construction that still needs to happen. Signing and striping to be completed by the 22nd.

CSAH 21: Earthwork to be completed by the 22nd. Curb and gutter will be installed by the 15th. Pavement is expected the week of the 25th.

2023 Pavement Maintenance Project: Mill & overlay project is almost complete. Still need to do the CSAH 30 portion in Harris.

CSAH 10: Environmental document has been submitted. Looking to submit final plans for review and approval by mid-October.

Local Road Improvement Program Solicitation
The legislature appropriated approximately $103M for LRIP in this last session. Mndot has released the solicitation. We are currently reviewing our TIP for good projects to submit. Cities and townships can also apply for funding out of this program. Cities under population of 5,000 and townships will require county "sponsorship" to help in project delivery and to act as the fiscal agent. I do anticipate us having to fulfill that role. A resolution of support from the township for their project in addition to a Board resolution of support and willingness to sponsor the project will be required for their application to be considered complete.

Projects would need to be constructed in years 2024 – 2026. A maximum of $1.5M may be requested. Applications are due December 8th of this year with awards are expected to be announced by the end of March.

Harris Shop Improvement Project
Work has begun on our Harris shop project. We are hoping to have things wrapped up in early November.

TAB #2

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 06, 2023

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 06, 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 Dunne offered a motion to approve the amended agenda. Motion seconded by Greene. 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 open the Health and Human Services Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Montzka gave the gavel to Vice-Chair Dunne.

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

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

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – SHIP Grant Agreements 219, 220, and 221
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 August 16, 2023, Regular Meeting

6.) Recognition of County Staff September Anniversaries

7.) 2023 Budget Adjustment Request – Household Hazardous Waste Facility

8.) MidAmerica Administrative & Retirement Solutions HRA Resolution

9.) Acceptance of Donation – Fire Suppressant Devices and Children's Water Festival

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RESOLUTION NO: 23/0906-1
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

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

- Minnesota Grand Lodge of Masons $600.00 for Fire Suppressant Devices
- Minnesota Masonic Charities $600.00 for Fire Suppressant Devices
- Masonic Lodges (Jasper Lodge in Rush City) $600.00 for Fire Suppressant Devices
- Chisago City Fire Department $500.00 for the Children's Water Festival

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10.) Application for Exempt Gambling – Knights of Columbus

RESOLUTION NO: 23/0906-2
APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING PERMIT FOR THE KNIGHTS OF COLUMBUS

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 for an exempt gambling permit for the Knights of Columbus to conduct a raffle on January 4, 2024 at the St. Joseph Church in Taylors Falls, MN, located at 490 Bench St., MN 55084.

11.) Temporary Strong Beer License Request – Almelund Lion's Club

Chair Montzka gave the gavel to Vice-Chair Dunne.

On motion by Greene, seconded by Swenson, the Board moved to approve the ARPA Broadband grant application request from Franconia Township for $200,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Vice-Chair Dunne gave the gavel to Chair Montzka.

CITIZENS FORUM
TIME – 7:02 p.m. **END TIME –** 7:09 p.m.
of SPEAKERS – 1

Recommended to add Historical Society ARPA request for HVAC system to the Budget and Finance Agenda for Wednesday, September 13, 2023.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Chisago County Policy for Ensuring the Security of Not Public Data. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to approve the agreement with WSB for CSAH 30 design assistance. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the out of state travel request to attend 2023 Snow & Ice Conference in Loveland, Colorado. 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 contract between Chisago County, MN and the State of MN, Minnesota State Colleges and Universities, Century College, for the 2023-2024 education cycle. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve three out-of-state travel requests for the Pro Phoenix Conference Annual Conference in Wisconsin Dells September 25 – 28, 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to approve the Axon Enterprise Purchase Agreement for Squad Camera purchases for 2024-2026. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve the Lease Agreement between the City of Rush City and Chisago County for the space at 325 South Eliot Ave. in Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Sunrise Prairie Regional Trail Project No. 13-SPT-23 Change Order No. 1 with Knife River Corporation – North Central and designate and authorize up to $75,000 in County ARPA 'Administrative' Funds to complete the project funding shortfall. 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 Resolution No. 23/0906-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 23/0906-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF CARLSON LAKE OVERLOOK

WHEREAS, Robert (Tony) Randall & Jessica Randall, property owners, and Kelly Jordan, applicant, submitted a request for the Final Plat of Carlson Lake Overlook on August 21, 2023; and

WHEREAS, the property owners desire to create two buildable parcels from the 11.28-acre subject site previously platted as an outlot within the Carlson's Lake Estates cluster development; and

WHEREAS, the subject site is located at 162XX 280th Street in Franconia Township and is zoned Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is legally described as:

PID 04.00343.06
Outlot A, Carlson's Lake Estates, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Carlson Lake Overlook was recommended for approval by the Planning Commission on March 2, 2023 and approved by the Board of Commissioners on April 5, 2023; and

WHEREAS, the Final Plat submitted on August 21, 2023, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Carlson Lake Overlook, subject to the following conditions:

1. The Final Plat is approved as submitted on August 21, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

On motion by Dunne, seconded by Swenson, the Board moved to adopt resolutions approving conveyance of tax forfeit parcels to the City of Chisago City for a public purpose. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 23/0906-4

CONVEYANCE OF TAX FORFEITED LAND PURSUANT TO M.S. 282.01, SUBDIVISION 1A. TO CHISAGO CITY

WHEREAS, the City of Chisago City has submitted a request for tax forfeited parcels 13.00018.10, 13.10011.86, 13.10011.87, 13.10011.88, 13.00682.21 and 13.00682.22 to be conveyed to the City for an authorized public use under M.S. 282.01, subdivision 1a, paragraph (b),

WHEREAS, M.S. 282.01, subdivision 1a, paragraph (b) authorizes conveyance, with County Board approval, of tax forfeited land to a local government subdivision any public purpose for which the subdivision is authorized to acquire property.

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners approve the purchase by Chisago City of the following tax forfeited parcels the uses noted to Chisago County pursuant to M.S. 282.01, subdivision 1a, paragraph (b).

- Parcel 13.00018.10 – Road or right-of-way for a road, used as drainage for abutting roadway
- Parcel 13.10011.86 – Road or right-of-way for a road, storm pond for abutting road right-of-way
- Parcel 13.10011.87 – Road or right-of-way for a road, storm pond for abutting road right-of-way

- Parcel 13.10011.88 – Road or right-of-way for a road, storm pond for abutting road right-of-way
- Parcel 13.00682.21 – Road or right-of-way for a road, storm pond for abutting roadway
- Parcel 13.00682.22 – Road or right-of-way for a road, storm pond for abutting road right-of-way

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

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

On motion by Dunne, seconded by Swenson, the Board adjourned the meeting at 7:34 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
September 20, 2023

3

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $391,742.05

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
9/22/2023	$ 86,245.70		9/20/2023	Commissioners Warrants
9/8/2023	$117,127.63			Auditors Warrants
	$203,373.33	Total		

Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $100.00
Lake Area Bank; Jonathan Gray; Sheriff; registration; $90.00
Lake Area Bank; Mark Hendrickson; Probation; supplies; $249.85
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; $112.33
Lake Area Bank; Bridgitte Konrad; Auditor; supplies; $107.87
Lake Area Bank; Karen Long; Recorder; registration; $860.81
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; $418.00
Lake Area Bank; Daryl Moeller; Assessor; registration; $750.00
Lake Area Bank; Kyle Puelston; Sheriff; supplies; $1,109.81
Lake Area Bank; Janet Reiter; County Attorney; supplies; $47.80
Lake Area Bank; Kurt Schneider; Environmental Services; supplies/registration; $208.24
Lake Area Bank; Barbara Shimmon; Public Works; supplies; $150.00
Lake Area Bank; Joe Triplett; Public Works; conference; $1,246.80
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $83.88
Lake Area Bank; Polly Zais; Sheriff; registration; $595.00
Lake Area Bank; Tracy Krona; HHS; supplies; $2,095.61

Beyond 60 Days:

Rikee Danner - **Seeking approval for mileage and expense claims for May – June, 2023 over the 60 day policy requirement. Travel dates between 5/23/23-6/27/23 for Rikee Danner in the amount of $102.35.**

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
[redacted]	[redacted]						
9	05-460-310-0000-6111		65.00	Per Diem 08/17/2023 08/17/2023		Per Diems for Opioid Council	N
[redacted]	[redacted]		**65.00**	**1** Transactions			
1198	**BOOKER/KIMBERLY**						
24	05-430-700-0128-6335		161.55	Travel Expense-Mileage 08/25/2023 09/01/2023		Child Prot Staff Travel	N
36	05-430-700-0128-6335		60.00	Travel Expense-Parking 08/31/2023 09/01/2023		Child Prot Staff Travel	N
37	05-430-700-0128-6335		40.08	Travel Expense-Meals 08/31/2023 09/01/2023		Child Prot Staff Travel	N
38	05-430-700-0128-6335		102.32	Travel Expense-UBER & Fuel 08/31/2023 09/01/2023		Child Prot Staff Travel	N
1198	**BOOKER/KIMBERLY**		**363.95**	**4** Transactions			
112020	**CARROLL/CYNDI**						
32	05-430-700-0127-6335		133.00	Travel Expense-Mileage 08/01/2023 08/31/2023		Mh Travel	N
112020	**CARROLL/CYNDI**		**133.00**	**1** Transactions			
30069	**CHISAGO COUNTY PRESS**						
35	05-121-000-0000-6850		65.00	Veteran's Advertising 08/27/2023 08/27/2023	166296-50	Op Enhancement Grant Expense	N
30069	**CHISAGO COUNTY PRESS**		**65.00**	**1** Transactions			
30177	**CINTAS CORPORATION**						
34	05-420-600-0000-6241		6.67	Weekly Rug Service 09/05/2023 09/05/2023	166757453	General Administration	N
34	05-430-700-0000-6241		13.33	Weekly Rug Service 09/05/2023 09/05/2023	166757453	General Administration	N
34	05-451-430-0000-6800		15.09	Weekly Rug Service 09/05/2023 09/05/2023	166757453	Other Expense	N
3	05-420-600-0000-6241		6.67	Weekly Rug Service 06/12/2023 06/12/2023	4158271099	General Administration	N
3	05-430-700-0000-6241		13.33	Weekly Rug Service 06/12/2023 06/12/2023	4158271099	General Administration	N
3	05-451-430-0000-6800		15.09	Weekly Rug Service 06/12/2023 06/12/2023	4158271099	Other Expense	N
2	05-420-600-0000-6241		6.67	Weekly Rug Service	4166008086	General Administration	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
				08/28/2023 08/28/2023			
2	05-430-700-0000-6241		13.33	Weekly Rug Service	4166008086	General Administration	N
				08/28/2023 08/28/2023			
2	05-451-430-0000-6800		15.09	Weekly Rug Service	4166008086	Other Expense	N
				08/28/2023 08/28/2023			
30177	**CINTAS CORPORATION**		**105.27**	**9** Transactions			
1207	**CUMMINGS/KRISTA**						
25	05-430-700-0134-6335		21.81	Travel Expense-Mileage		DD Worker Travel	N
				08/07/2023 08/28/2023			
26	05-430-700-0137-6335		50.90	Travel Expense-Mileage		Adult Services Travel	N
				08/07/2023 08/28/2023			
1207	**CUMMINGS/KRISTA**		**72.71**	**2** Transactions			
40105	**DATABANK IMX LLC**						
4	05-420-600-0000-6402		6,582.80	Computer Software	6112017632	Computer Software	Y
				08/29/2023 08/29/2023			
40105	**DATABANK IMX LLC**		**6,582.80**	**1** Transactions			
9208	**DBT Associates, LLP**						
58	05-430-700-0127-6240		575.00	DBT Skills Training	Han.Jocelyn	Mh Training	N
				11/13/2023 11/15/2023			
56	05-430-700-0127-6240		575.00	DBT Skills Training	Ihrke.Kelly	Mh Training	N
				11/13/2023 11/15/2023			
53	05-430-700-0127-6240		575.00	DBT Skills Training	Kearn.Brittany	Mh Training	N
				11/13/2023 11/15/2023			
52	05-430-700-0127-6240		575.00	DBT Skills Training	Kemen.Angie	Mh Training	N
				11/13/2023 11/15/2023			
57	05-430-700-0127-6240		575.00	DBT Skills Training	Strand.Teresa	Mh Training	N
				11/13/2023 11/15/2023			
54	05-430-700-0127-6240		575.00	DBT Skills Training	Thron.Kate	Mh Training	N
				11/13/2023 11/15/2023			
55	05-430-700-0127-6240		575.00	DBT Skills Training	Ziegler.Samantha	Mh Training	N
				11/13/2023 11/15/2023			
9208	**DBT Associates, LLP**		**4,025.00**	**7** Transactions			
9097	**Debel/Jessica**						
27	05-430-700-0134-6335		17.95	Travel Expense-Mileage		DD Worker Travel	N
				08/01/2023 08/25/2023			
28	05-430-700-0137-6335		41.90	Travel Expense-Mileage		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
					08/01/2023 08/25/2023			
	9097	**Debel/Jessica**		**59.85**	**2** Transactions			
	5160	**DHS MAPS**						
6		05-420-650-0000-5368		26,686.50-	MA Recoveries & Non Fed Share 07/01/2023 07/31/2023	A300MM1Q13I	Recovery Incentive	N
5		05-420-650-0000-5830		93,469.15	MA Recoveries & Non Fed Share 07/01/2023 07/31/2023	A300MM1Q13I	Ma Recoveries	N
8		05-430-750-3660-6094		3,381.37	MA Recoveries & Non Fed Share 07/01/2023 07/31/2023	A300MM1Q13I	Dd Waiver/ICF - DT&H	N
7		05-430-760-3930-6051		270.11	MA Recoveries & Non Fed Share 07/01/2023 07/31/2023	A300MM1Q13I	General Case Mgmt	N
	5160	**DHS MAPS**		**70,434.13**	**4** Transactions			
	9213	**Dwyer/Samantha**						
18		05-430-700-0137-6335		109.25	Travel Expense-Mileage 08/01/2023 08/29/2023		Adult Services Travel	N
	9213	**Dwyer/Samantha**		**109.25**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**						
47		05-430-700-0128-6335		322.72	Travel Expense-Mileage 08/01/2023 08/31/2023		Child Prot Staff Travel	N
	8508	**ELLIOTT/JENNIFER**		**322.72**	**1** Transactions			
	5124	**FLORIN/MARK**						
23		05-420-600-0132-6335		58.48	Travel Expense-Mileage 08/28/2023 08/30/2023		Accounting Travel	N
39		05-420-600-0132-6335		3.57	Travel Expense-Meals 08/30/2023 08/30/2023		Accounting Travel	N
39		05-430-700-0132-6335		5.77	Travel Expense-Meals 08/30/2023 08/30/2023		Accounting Travel	N
23		05-430-700-0132-6335		94.32	Travel Expense-Mileage 08/28/2023 08/30/2023		Accounting Travel	N
23		05-451-430-0000-6335		35.84	Travel Expense-Mileage 08/28/2023 08/30/2023		Worker Travel	N
39		05-451-430-0000-6335		2.19	Travel Expense-Meals 08/30/2023 08/30/2023		Worker Travel	N
	5124	**FLORIN/MARK**		**200.17**	**6** Transactions			
	6574	**HALLER/LINDA**						

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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
43	05-430-700-0000-6241		30.85	Client Supplies 07/19/2023 07/19/2023		General Administration	N
6574	**HALLER/LINDA**		**30.85**	**1** Transactions			
3677	**HANSON/CHRISTINE R**						
13	05-430-700-0134-6335		43.15	Travel Expense-Mileage 07/07/2023 08/24/2023		DD Worker Travel	N
14	05-430-700-0137-6335		100.70	Travel Expense-Mileage 07/07/2023 08/24/2023		Adult Services Travel	N
3677	**HANSON/CHRISTINE R**		**143.85**	**2** Transactions			
9139	**Heckel/Sara**						
15	05-430-700-0134-6335		33.71	Travel Expense-Mileage 07/21/2023 08/29/2023		DD Worker Travel	N
16	05-430-700-0137-6335		78.68	Travel Expense-Mileage 07/21/2023 08/29/2023		Adult Services Travel	N
9139	**Heckel/Sara**		**112.39**	**2** Transactions			
[redacted]	[redacted]						
12	05-460-310-0000-6111		65.00	Per Diem 08/17/2023 08/17/2023		Per Diems for Opioid Council	Y
[redacted]	[redacted]		**65.00**	**1** Transactions			
3540	**IHRKE/KELLY**						
31	05-430-700-0127-6335		50.08	Travel Expense-Mileage 08/01/2023 08/28/2023		Mh Travel	N
3540	**IHRKE/KELLY**		**50.08**	**1** Transactions			
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
44	05-430-700-0000-6401		196.56	Supplies 08/25/2023 08/25/2023	4304029	General Supplies	N
45	05-420-600-0000-6401		44.96	Supplies 08/25/2023 08/25/2023	4304040	General Supplies	N
45	05-430-700-0000-6401		92.58	Supplies 08/25/2023 08/25/2023	4304040	General Supplies	N
45	05-451-430-0000-6401		126.96	Supplies 08/25/2023 08/25/2023	4304040	General Supplies	N
46	05-420-600-0000-6401		43.78	Supplies 09/06/2023 09/06/2023	4313259	General Supplies	N
46	05-430-700-0000-6401		65.67	Supplies	4313259	General Supplies	N

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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
						09/06/2023 09/06/2023			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**			**570.51**	**6** Transactions			
	3836	**JENSEN/KYLE**							
49		05-430-700-0128-6335			106.77	Travel Expense-Mileage		Child Prot Staff Travel	N
						08/07/2023 08/29/2023			
	3836	**JENSEN/KYLE**			**106.77**	**1** Transactions			
	9028	**Johanson/Brittany**							
29		05-430-700-0134-6335			52.16	Travel Expense-Mileage		DD Worker Travel	N
						08/01/2023 08/30/2023			
30		05-430-700-0137-6335			121.71	Travel Expense-Mileage		Adult Services Travel	N
						08/01/2023 08/30/2023			
	9028	**Johanson/Brittany**			**173.87**	**2** Transactions			
	9157	**Klein/Carol**							
19		05-420-600-0132-6335			57.67	Travel Expense-Mileage		Accounting Travel	N
						08/28/2023 08/30/2023			
19		05-430-700-0132-6335			93.01	Travel Expense-Mileage		Accounting Travel	N
						08/28/2023 08/30/2023			
19		05-451-430-0000-6335			35.34	Travel Expense-Mileage		Worker Travel	N
						08/28/2023 08/30/2023			
	9157	**Klein/Carol**			**186.02**	**3** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**							
33		05-420-600-0000-6241			60.00	Monthly Lexis/Nexis - Accurint	1223200	General Administration	N
						08/01/2023 08/31/2023			
33		05-430-700-0000-6241			90.00	Monthly Lexis/Nexis - Accurint	1223200	General Administration	N
						08/01/2023 08/31/2023			
	10007	**LEXISNEXIS RISK SOLUTIONS**			**150.00**	**2** Transactions			
	5203	**LUNDGREN/LISA**							
48		05-430-700-0128-6335			142.45	Travel Expense-Mileage		Child Prot Staff Travel	N
						07/11/2023 09/06/2023			
	5203	**LUNDGREN/LISA**			**142.45**	**1** Transactions			
	[redacted]	[redacted]							
10		05-460-310-0000-6111			65.00	Per Diem		Per Diems for Opioid Council	N
						08/17/2023 08/17/2023			

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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
	[redacted]	[redacted]		**65.00**	**1** Transactions			
	5649	**NORDBY/HEIDI**						
50		05-430-700-0134-6335		23.29	Travel Expense-Mileage 08/10/2023 09/05/2023		DD Worker Travel	N
51		05-430-700-0137-6335		54.35	Travel Expense-Mileage 08/10/2023 09/05/2023		Adult Services Travel	N
	5649	**NORDBY/HEIDI**		**77.64**	**2** Transactions			
	8359	**RIVARD/ASHLEY**						
41		05-430-700-0000-6241		6.52	Client Meal 08/23/2023 08/23/2023		General Administration	N
40		05-430-700-0128-6335		25.00	Travel Expense-Parking 08/23/2023 08/23/2023		Child Prot Staff Travel	N
	8359	**RIVARD/ASHLEY**		**31.52**	**2** Transactions			
	[redacted]	[redacted]						
11		05-460-310-0000-6111		65.00	Per Diem 08/17/2023 08/17/2023		Per Diems for Opioid Council	Y
	[redacted]	[redacted]		**65.00**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
21		05-430-700-0134-6335		46.76	Travel Expense-Mileage 08/01/2023 08/31/2023		DD Worker Travel	N
22		05-430-700-0137-6335		109.13	Travel Expense-Mileage 08/01/2023 08/31/2023		Adult Services Travel	N
	7558	**SWENSON/MICHELLE**		**155.89**	**2** Transactions			
	8820	**WEIDENDORF/PEGI**						
17		05-420-600-0132-6335		54.42	Travel Expense-Mileage 08/01/2023 08/29/2023		Accounting Travel	N
17		05-430-700-0132-6335		87.77	Travel Expense-Mileage 08/01/2023 08/29/2023		Accounting Travel	N
17		05-451-430-0000-6335		33.35	Travel Expense-Mileage 08/01/2023 08/29/2023		Worker Travel	N
	8820	**WEIDENDORF/PEGI**		**175.54**	**3** Transactions			
	123045	**WRS GROUP LTD**						
1		05-451-470-0000-6838		403.65	CTC Supplies 08/29/2023 08/29/2023	44652	C & T C Grant Exp	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
123045	**WRS GROUP LTD**		**403.65**	**1** Transactions			
9763	**ZIERDEN/JESSICA**						
42	05-430-700-0000-6241		82.91	Client Meal & Supplies 07/24/2023 08/20/2023		General Administration	N
20	05-430-700-0128-6335		917.41	Travel Expense-Mileage 07/03/2023 08/31/2023		Child Prot Staff Travel	N
9763	**ZIERDEN/JESSICA**		**1,000.32**	**2** Transactions			
5 Fund Total:			**86,245.20**	**Health And Human Services**	**32 Vendors**	**76 Transactions**	
Final Total:			**86,245.20**	**32 Vendors**	**76 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	86,245.20	Health And Human Services
	All Funds	86,245.20	Total

Approved by, ...

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Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **4**
Title of Item for Consideration: Repurchase of Tax Forfeited Parcels pursuant to 282.241.	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: A Certificate of Forfeiture has been filed on tax parcels 18.00001.00 on June 27, 2023. The property is now owned by the State of Minnesota in trust for the respective taxing districts. M.S. 282.241 provides that the previous owner, the previous owner's heirs or a party who has the right to pay the taxes has the opportunity to apply to repurchase tax forfeited property prior to it being sold. As the owners of the property, Brian Johnson, Larry Johnson and Sandra Scheer are eligible to apply for repurchase. The requirement is that they pay the amount of outstanding tax, penalty, interest and costs as if it would not have forfeited.

Per M.S. 282.241 the County Board's approval is to be given only if at least one of the following conditions is true:

- The Board determine that undue hardship or injustice resulting from the tax forfeiture will be corrected by the repurchase.
- The Board determines the repurchase will serve the public interest.

Attachment(s):

- Application of the Johnsons/Scheer, owners at the time of forfeiture for repurchase of parcel 18.00001.00 and draft resolution approving repurchase

Action Requested/Recommended: The County Board is respectfully requested to approve the application for repurchase of above-noted parcel by Pamela Thomson. The following motion is suggested;

"move to approve the application to Repurchase of Tax Forfeited Parcels pursuant to 282.241."

Implications of Action: Currently the parcel is off of the tax rolls. If the application is approved the collection of the outstanding tax will be sooner than if it went to sale and the property will be back on the tax rolls

***Budget/Financial Implications*:** None

***Legal/Policy Implications*:** The proposed application and approval meets the requirements of M.S. 282.241. This action is compliant with all Chisago County policies, as well as all Local, State, and Federal laws.

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

To the Honorable Board of County Commissioners of Chisago County, Minnesota.

I, Larry I Johnson Brian Johnson the undersigned, ☒ owner ☐ heir or ☐ other party who has right to pay property taxes by statute, mortgage or other legal agreement, at the time of forfeiture, of the parcel of land situated in the County of Chisago, State of Minnesota, described as:

Chisago County Parcel ID Number(s): #18.00001.00

Legal Description:

North 330' of NE¼ of NW¼ in Sec 3, 5/2, Township 34N Range 3/4 Chisago City - Qle City of Shafer boundary.

33 19

do hereby make application for the purchase of said parcel of land from the State of Minnesota, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

In support of this application for the repurchase of said land I make the following statement:

(a) That hardship and injustice has resulted because of the forfeiture of said land, for the following reasons, to-wit:

We expressed our interest in the above property verbally ½ in writing in March 2023, Johnson (Johnson family) had not paid back taxes. I didnt realize how fast procedures ran their course and I couldnt perform w/in the time constraints.

(b) That the repurchase of said land by me will promote and best serve the public interest, because:

- pay taxes, maintain property and support originate land owners who have lived locally generationally.

Larry I Johnson Brian Johnson

Signature of Applicant

9-1-23 9-4-23

Date

5270 547 Ave.
Madison, NE 68748

Attach additional sheets if more space is needed for legal description or descriptions.

18.00001.00 Johnson/Scheer Repurchase

Date: 9/7/2023 Time: 9:53:35 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.



TAB #5

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: September 14, 2023
Re: **September 20, 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 September 20, 2023, meeting.

Action Items:

1. Receive Directors Report
2. Janine and Allen Shifsky Rural Retail Tourism CUP - Educational Farm/Classes
3. JDNH Properties Commercial Outdoor Recreation CUP Amendment - Flickabird Campground
4. Kelly Hokanson – Hokanson View Preliminary Plat
5. John and Janet Swanson - Blue Ribbon Tree Farm Final Plat
6. Kathy Haglof 28768 Olympic Trails CUP Surrender
7. Rum River & Snake River Comprehensive Watershed Management Plan Resolution(s)
8. Sunrise Prairie Trail Constriction Project 13-SPT-23 Payment Voucher 2 – Knife River

Informational Item(s):

Board of Adjustment and Appeals:
The next regularly scheduled Board of Adjustment meeting of Thursday, September 28th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for September 27th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Kyle & Laura Beste are requesting an after-the-fact Variance to Shoreland Management Ordinance Sections 5.21 and 5.52 in order for a recently constructed deck to encroach on the required Ordinary High Water Level setback and to exceed the maximum allowable amount of impervious surface coverage in the Rural Residential I (RRI) District / Shoreland Management District. The .22± acre subject site is located at 44050 Maple Lane in Fish Lake Township, S23, T36, R22 (PID 03.01315.00).

2. Property owners John & Marie Keefe are requesting a Variance to Zoning Ordinance Section 4.09 in order to construct a six (6) foot tall fence along a side lot line in the Rural Residential I (RRI) District where the maximum allowable height is four (4) feet. The 3.93± acre subject site is located at 32442 Northshire Court in Chisago Lake Township, S21, T34, R20 (PID 02.01316.03).
3. Property owners Garrett & Carrie Mueller are requesting a Variance to Zoning Ordinance Section 4.08.2 in order to exceed the maximum allowable amount of accessory storage space in the Rural Residential II (RRII) District. The 7.90± acre subject site is located at 30583 Lofton Avenue / CSAH 24 in Chisago Lake Township, S31, T34, R20 (PID 02.00848.10).
4. Property owner Cindy Petty and applicant Bear Roofing & Exteriors are requesting a Variance to Zoning Ordinance Sections 4.03 and 5.15 in order to expand a non-conforming structure closer to the centerline of a County State Aide Highway than required in the Rural Residential I (RRI) District / Shoreland Management District. The 3.30± acre subject site is located at 3400 Stark Road / CSAH 10 in Fish Lake Township, S25, T36, R22 (PID 03.00337.00).
5. Property owners Shaun Kane & Julie Keyes Kane are requesting a Variance to Zoning Ordinance Section 4.09 in order to construct a six (6) foot tall fence in the front (roadside) setback area where the maximum allowable height is three (3) feet. The .48± acre subject site is located in the Rural Residential I (RRI) District / Shoreland Management District at 51955 Belle Isle Drive in Nessel Township, S15, T37, R22 (PID 06.00991.00).

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, October 5th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for October 4th 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 William & Beverly Payne and applicant Keith Payne are requesting an Interim Use Permit (IUP) allowing a Contracting Business Owned and Operated by Persons Residing at the Property. The proposed business will offer lawn care and landscaping services. The 20.00± acre subject site is zoned Agricultural (AG) District and located at 38575 Kost Trail in Sunrise Township, S20, T35, R20 (PID 09.00225.10).
2. Property owners Mackenzie & Megan Johnston are requesting an after-the-fact Conditional Use Permit (CUP) allowing a Major Home Occupation in order to operate a business known as East Central Sports at 4840 Rush Lake Road / CSAH 1. The 23.50± acre subject site has a split zoning classification of Rural Residential I (RRI) District and Agricultural (AG) District and is located in Nessel Township, S19, T37, R21 (PID 06.00058.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru August 31, 2023, is $610,160 or 73% of projected 2023 revenue. The general permit activity tabulations report table for August is attached for review.

Water Resources Staff and SWCD staff along with numerous local partners and volunteers are buttoning up the 2023 Children's Water Festival event details and plans. Participants will include over 650 5th Grade Students from across the county. General activity and topics of learning supported by all the invaluable Classroom Station volunteer presenters are noted on the attached Introduction and Classroom Station handout. **A tremendous list of Sponsors and Supporters is also attached**!

Environmental Services Department August 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	
	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD
Amador	-	1	1	19	-	4	-	1	-	3	-	-	2	3	1	9
Chisago Lake	1	2	15	62	4	31	4	17	-	-	-	-	4	11	1	30
Fish Lake	1	3	8	56	3	13	2	7	-	1	-	-	3	6	1	23
Franconia	-	3	1	21	-	12	-	6	-	-	-	-	-	4	1	8
Lent	2	5	13	43	3	17	3	8	-	-	-	-	3	7	1	12
Nessel	1	2	5	41	2	11	2	10	-	1	-	-	4	10	3	20
Rushseba	-	1	1	7	1	5	2	4	1	2	-	-	-	1	1	5
Shafer	-	3	3	18	-	3	2	5	1	1	-	-	-	-	1	9
Sunrise	-	5	6	32	3	11	2	10	-	3	-	-	3	10	1	12
Center City	1	4	4	15	1	5	-	-	-	5	-	-	-	-	-	-
Chisago City	5	7	10	52	7	53	5	11	-	5	-	-	2	6	3	13
City of Harris	-	5	4	13	-	3	-	2	1	2	-	-	-	1	-	4
City of Lindstrom	1	6	9	65	3	32	1	4	2	9	-	-	-	-	-	-
Rush City	-	-	11	27	-	6	-	2	2	6	-	-	-	-	-	-
City of Shafer	-	-	3	12	-	-	2	2	1	1	-	-	-	-	1	1
City of Stacy	-	-	1	14	1	14	1	5	-	6	-	-	-	-	-	3
City of Taylors Falls	-	-	2	23	-	6	-	-	1	1	-	-	-	1	-	1
Totals:	12	47	97	520	28	226	26	94	9	46	-	-	21	60	15	150
*City of Stacy tracking began January 1, 2023																

CLASSROOM STATIONS

1/2/3 Macro Mayhem – Project WET

Students engage in a roleplaying activity that simulates the effects of environmental stressors on macroinvertebrate (water bugs) populations. These critters are environmental indicators, so let's keep them safe.
Presenters: UW River Falls College students

4 Water Wear Runway

Students will learn about different types of PFDs (personal floatation devices) and take turns putting them on and taking them off during a life jacket relay race – water related obstacle course.
Presenter: Scotty Finnegan, Chisago County Sheriff's Office

5/7/9 Just Passing Through – Project WET

How does vegetation keep rainwater clean as it runs off into lakes and streams? Students become plants and raindrops to find out!
Presenters: UW River Falls College students

6 Boat Invaders

Students will play a game to discover how aquatic invasive species impact our lakes and rivers and learn ways to stop their spread in Minnesota.
Presenters: Camden Droppo, Chisago County, Kip Knudson, and Jerry Spetzman

8 Minnesota Fishes

Students will learn about some common Minnesota fish using fish replicas and then students get a good look at some real live Minnesota fish!
Presenters: John Frank, Minnesota DNR

10 The Dive Team

See how the Stacy/Lent Fire Department Dive Team saves lives during water rescues
Presenter: Dan Hoffman, Stacy/Lent Fire Department Dive Team

11 Out of Place?

Students will participate in an interactive game to learn how non-native zebra mussels quickly adapt to a new environment and make it challenging for native aquatic organisms to survive.
Presenters: Katrina Schlicker and Maria Young of Wild Rivers Conservancy and Staff from the St. Croix National Scenic Riverway

12 Raging Run-off Results

Students will create run-off from four different land uses, compare the resulting water quality, and observe downstream results.
Presenters: Mary Jo Youngbauer, Chisago SWCD, and UW River Falls College students

13 Aquatic Plant Scientist

Students will learn about native and invasive aquatic plants and how invasives are harmful to our lakes and rivers. Students will be scientists, look at samples of aquatic plants, and make an identification key of aquatic plants.
Presenters: Aidan Read and Garrett Miller, Comfort Lake Forest Lake Watershed District

14/16 Exploring Macroinvertebrates and Water Quality

In the land of 10,000 lakes, clean water is a big part of Minnesota's culture - that's part of why you all are here today! What IS clean water though? Scientists can measure all sorts of things about water that help them figure out whether an aquatic system is healthy or not, and what sorts of plant and animal life it should be able to support. We will explore one of those methods using microscopes, hand lenses, dichotomous keys, and other tools to investigate macroinvertebrates - all the little swimmers in lakes and rivers. We'll learn how to identify macros and compare the organisms found in a variety of water sources to figure out which is the cleanest!
Presenters: Kara Baldwin and Holle Despen, Cedar Creek Ecosystem Science Reserve

15 Remarkable River Mammals

At this hands-on station, students get to see and touch fur and skull adaptations of otter, beaver, muskrat, and other river mammals.
Presenters: Jenni Webster, Interstate State Park and Sean Hoppes, Wild River State Park

17 Tracing Water to Your Faucet

When you turn your faucet on, water comes out, but where does it come from? This activity will explore where and how we 'tap' into our most precious resource.
Presenters: Barbara Heitkamp, Educator, East Metro Water Resource Education Program

18/20/22 Water Wonder

Using interactive theatre activities and a short performance, CLIMB Theatre's Actor-Educators will lead students through an exploration of ways in which individual decisions regarding waste affect the conditions of water, and ultimately the health of human beings and their environments. CLIMB specializes in making difficult concepts understandable, hands-on, and fun!
Presenters: Alissa Bidwell, Andrew Cliffel, Jorah Graham, Bailey Mattner, Mikiah Odum, and Raina Williams, Creative Learning Ideas for Mind and Body Theatre

19 Run for Your Life Cycle

Students become lake sturgeon traveling a migration route through an obstacle course depicting sturgeon habitats. Dangers accompany migration – the lake sturgeon encounter both natural and man-made obstacles as they grow to adulthood and return to spawning grounds.
Presenters: Ahna Neil and Elleyna Igo, Great Lakes Aquarium

21 What's a Watershed?

What watershed do you live in and what is a watershed anyway? Students will make small watershed models and learn how water flows over land to rivers, lakes, and wetlands.
Presenters: Sue Humble, Chisago SWCD

23 The Secret Insides of Fish

Discover what can be learned by exploring the external and internal anatomy of a big Minnesota Fish.
Presenter: Rick Olseen, President, Let's Go Fishing East Central Chapter

24 Cast Away!

Students will learn casting basics for both spin and fly-fishing. These stations will teach students the importance of clean water safety and how students and their families might enjoy one of Minnesota's favorite recreational pastimes.
Presenters: Mark Tipler with Tips Outdoors, Fly Anglers of Minnesota, and Ben Elfelt, Chisago County

25/26/27 The Incredible Journey – Project WET

Learn how water travels through the water cycle as you become a water drop traveling through its "Incredible Journey".
Presenters: UW River Falls College students

The **Chisago County Water Plan** proudly presents

Chisago County Children's Water Festival

Thursday, September 21, 2023 – 9:30 a.m. to 2:30 p.m.

Wild Mountain Recreation Area, Taylors Falls, MN

Welcome! We are glad you are participating in the twenty-first annual Children's Water Festival being held in Chisago County!

Our mission for today is to provide youth and classroom teachers with an innovative, quality, hands-on learning opportunity highlighting the relationship and interdependence of water to all living things. The major water topics that will be addressed include fish, water cycle, aquatic invasive species, macroinvertebrates, watersheds, drinking water, water pollution, lakes, and rivers. The festival will show how the things we do in Chisago County can directly impact the quality of our lakes and rivers, and how important lakes and rivers are to our heritage.

This booklet includes a map of the Wild Mountain Recreation Area, a description of each station/special presentations, class schedules for the day, a listing of participating schools and classrooms, and a listing of festival sponsors.

There are approximately 650 students from Chisago County attending the festival. Also in attendance are classroom teachers and chaperones from each participating school.

Students will be provided with "Made in America" T-shirts as a reminder of their responsibility to be stewards of our water resources.

An event of this size and scope would not be possible without the dedicated effort of many individuals and organizations. A complete listing of sponsors and the Festival Planning Committee is found at the back of the program booklet.

A REMINDER TO EVERYONE PARTICIPATING IN TODAY'S FESTIVAL:
Festival participants are guests of Wild Mountain Recreation Area. Please place waste and recycling in the proper receptacles. Please help keep the area litter-free. Many thanks!

Sponsors & Supporters

The Chisago County Children's Water Festival would not be possible without generous donations of time and resources from a variety of sources. The Festival Planning Committee recognizes their efforts to provide quality water education for today's youth through the festival. Their interest in protecting our valuable water resources is evident through this support.

A special thank you to the staff at Wild Mountain Recreation Area, for their support and help with the festival. Thank you to the Chisago County Board of Commissioners and residents of Chisago County, for providing Water Plan funding and for sponsoring the festival.

Bernicks Bottling Company
Brink's Market
Cedar Creek Ecosystem Science Reserve
Center City Fire Department
Chisago City Fire Department
Chisago County 4H
Chisago County Departments/Offices
Chisago County Master Gardeners
Chisago County Schools
Chisago County Water Plan
Chisago Lakes Lake Improvement District
Chisago Soil and Water Conservation District
City of Rush City
Comfort Lake Forest Lake Watershed District
Creative Learning Ideas for Mind and Body, (CLIMB) Theater
Farmers Insurance, Tom Kieffer Agency
Great Lakes Aquarium
Kwik Trip, Inc., Chisago City
Let's Go Fishing East Central Chapter
Lindstrom Fire Department
Minnesota Department of Natural Resources
Minnesota 8th District
Northwoods Roasterie
Pleasant Valley Orchard
Project WET
Project WILD
Rosenbauer Minnesota LLC
Rush City Lions Club
St. Croix National Scenic Riverway
Stacy Lent Area Fire Department
Tips Outdoors
University of Minnesota Extension
University of Wisconsin River Falls
Wild Mountain Recreation Area
Wild Rivers Conservancy

This Festival would not have been possible without the dedication of the Festival Planning Committee. Their devotion to this educational experience for the fifth graders of Chisago County is at the heart of this event. Thank you to:

DNR Project WET - Janine Kohn
Chisago Soil & Water Conservation District - Susan Humble
Chisago County – Paul Dennison, Camden Droppo, Ben Elfelt, Monica Kinny, and Susanna Wilson Witkowski
University of Wisconsin, River Falls – Joel Donna, James Graham, and Julie Ketterling
Wild Mountain Recreation Area – Jesse Hartrick and Sara Larsen

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
September 7, 2023

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

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

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Commission members was taken. Commission members present: John Sutcliffe, Dave Whitney, Chip Yeager, Eric Leivian, John Sutcliffe, Jolene Wille, Chris DuBose, and Jim McCarthy (via Teams). Also present: Ex Officio County Commissioner Rick Green. A quorum was established with all members present.

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

Approval of Minutes – ***Motion*** by John Sutcliffe to approve the August 3, 2023 Regular Meeting minutes as presented; second by Eric Leivian. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, Wille, and McCarthy. Nays: None. ***Motion*** by Jolene Wille to approve the August 17, 2023 Special Work Session minutes as presented; second by Chris DuBose. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, Wille, and McCarthy. Nays: None.

Receive all Materials and Submittals into Record - ***Motion*** by Chris DuBose to accept all materials and submittals into the record; second by Jolene Wille. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, Wille, and McCarthy. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included staff reports with attachments. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

JDNH Properties, LLC and Nick Hammond – Coordinator Gervais provided a brief background on the CUP Amendment request, explaining that the property owners wished to expand operations at Flickabirds Resort on property located at 50091 Clover Trail in Nessel Township (PID 06.00520.22). Gervais provided a brief history of the CUP, sharing that the original CUP, granted on August 17, 2005, allowed the operation of a Recreational Campground with 30 permanent sites and an on-premise bar and restaurant. The first Amendment was granted on July 11, 2007 and allowed expansion the campground by adding 20 additional campsites. The second Amendment was granted on May 19, 2010 and allowed a camp store with bait sales. The third Amendment was granted on September 21, 2011 and allowed expansion of the campground by adding 15 additional campsites. The fourth Amendment, granted on September 20, 2017, allowed expansion of the campground by adding 12 additional campsites bringing the total number of allowable campsites to 77.

Gervais provided detail about the subject site and surrounding area and explained that the property owner had applied for a CUP Amendment in order to expand operations at Flickabirds Resort by constructing a 40’ x 60’ accessory structure with 12’ x 60’ lean-tos on either side for storage of resort fixtures and modifying the legal description to include recently acquired land. Gervais clarified that the request did not include any additional campsites.

The Technical Review Committee met on August 9, 2023 and did not identify any concerns. The Nessel Town Board considered the request on August 8, 2023 and recommended approval with the condition that the "property owner applied dust control as needed and specifically more than once per year when needed from CSAH 7 to Flickabirds driveway. Coordination and application shall be at the discretion of the township as Road Authority". Gervais reminded the Planning Commission that the requested Amendment was specific to an accessory structure and legal description and dust control was not within the scope of consideration. The 60-day review period was scheduled to expire on October 2, 2023.

Gervais concluded by offering a recommendation of approval with two conditions in addition to the previously approved 27 conditions, and reviewed options available to the Planning Commission.

Chair Yeager invited the applicant to address the Planning Commission. The applicant was not present.

Chair Yeager opened the public hearing and sought comment.

Mark Ferris of 50065 Clover Trail, Nessel Township shared his concerns related to noise, traffic and dust control from Flickabirds Resort. Ferris added that the proposed structure itself may not increase the number of people on-site but it may make it possible to increase the number of people in attendance at events. Ferris believed that the issue of noise needed to be addressed by the County as well as any other rules that were not being followed.

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

Chair Yeager asked Planning Commission members for comments.

Motion by John Sutcliffe to adopt Resolution No. PC2023-0901, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use on property located at 50091 Clover Trail in Nessel Township, with Findings of Fact and conditions as presented; second by Eric Leivian. Jim McCarthy questioned if outdoor music was allowed as part of the existing CUP. Chris DuBose responded that outdoor music was allowed per the 2007 Amendment. Chris DuBose shared that he witnessed what appeared to be several park models during the Planning Commission's September 6, 2023 site visit and expressed concern that this may be a violation of the existing CUP which specifically prohibited park models. Director Schneider suggested that the issue of compliance be dealt with separately from the requested CUP Amendment, adding that staff could investigate and enforce as deemed appropriate. DuBose mentioned that the Nessel Town Board raised the issue of dust control and acknowledged that the CUP already included a condition which addressed dust control. Director Schneider shared that dust control was an ongoing concern due to multiple commercial activities operating on Clover Trail and the County would continue to work with the township, the business owners, and the concerned neighbors. With no further discussion, **motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, Wille, and McCarthy. Nays: None.

Conditions:

1. This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:

a. Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,

b. Modification of the legal description to include recently acquired land.

2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.
5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.
12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14’ x 28’) to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.

23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.
24. The camp store cannot be advertised to the general public as a retail store.
25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.
28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.
29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

Janine and Allen Schifsky – Coordinator Gervais provided a brief background for Janine & Allen Schifsky's requested Conditional Use Permit (CUP) for Rural Retail Tourism on property located at 16559 373rd Street in Amador Township (PID 01.00153.55). Gervais provided detail about the subject site and surrounding area and shared that the property owners were proposing such Rural Retail Tourism activities as mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, and photo sessions, with activity taking place both within existing structures as well as outdoors. The business would be known as Wild Country Acres, LLC. The property owners intended to operate the facility year-round with an anticipated three to seven events scheduled each month. The event schedule would vary depending on demand and personal schedules. The facility was proposed to be open Monday – Friday 9:00 am – 7:00 pm, Saturday 9:00 am – 5:00 pm, and Sunday 12:00 – 3:00 pm. Events could be as short as one to two hours or as long as eight hours or longer, depending on subject matter and event type / focus. The Schifsky's were anticipating 1-80 people in attendance for each event, with at least one of the business owners or staff members present during business hours. The written narrative explained that most visitors would be dropped off or arrive in groups being that events were family focused. There were approximately 16 - 9' x 18' parking spaces available on the driveway, with additional / overflow parking available in the front pasture. The property owners were proposing mandatory quiet hours from 9:00 pm to 7:00 am and suggested that they may utilize sound amplification on a rare basis for larger groups. The Events were proposed both indoors and outdoors. When indoors, events could take place within the living room, kitchen, dining room, or basement. When outdoors, events could take place on the front porch or in the backyard, pole barn, garden, front yard, woods, or pasture. Visitors would not be allowed to bring pets to the site. Gervais noted that the application materials mentioned that there may be staff members in addition to the business owners but there was no specific detail about the number of proposed staff members.

The Technical Review Committee met on August 9, 2023. The Building Official spoke about occupancy ratings for the existing pole building and the Sanitarian spoke about the proposed use of the existing septic system / bathrooms within the dwelling for Rural Retail Tourism activities, recommending that the existing septic system / bathrooms within the dwelling not be allowed for Rural Retail Tourism activities and that the property owners instead utilize porta potties. The Amador Town Board considered the request on August 15, 2023 and recommended approval with notations of "Parking, access for emergency vehicles, less number of occupants on

site". Staff interpreted this to mean that the CUP was recommended for approval with the conditions that sufficient on-site parking be provided for customers / visitors and sufficient access be provided for emergency vehicles. The 60-day review period was scheduled to expire on October 2, 2023.

Gervais concluded by offering a recommendation of approval with 17 conditions, and reviewed options available to the Planning Commission.

Chair Yeager invited the applicants to address the Planning Commission. Janine & Allen Schifsky stepped forward and addressed the Commission. J. Schifsky thanked the Commission for their consideration of the request and offered additional information about the proposed Rural Retail Tourism use. Wild County Acres, LLC was an educational farm with a focus on providing mentoring / tutoring, information, and consulting services, that would be delivered with a multitude of methods including in-person and virtually. Wild Country Acres' ideal customers were families with children that desired to have a passion for education, general life skills, gardening, raising animals, growing and preserving food, or a desire to live simply. Three to 7 events would be held monthly, with 1-80 people in attendance per event. Wild Country Acres desired to fill a gap in the local community with resources, encouragement and accessibility to families and individuals who wished to be more involved with their children's home education or learn about valuable skills that involved family farm and homestead. J. Schifsky provided the Commission with sample event schedules.

Eric Leivian noted that the proposed mandatory quiet hours did not align with the proposed hours of operation and sought clarification. J. Schifsky responded that the quiet hours would supersede the hours of operation and further clarified that events would be structured and she had no interest in opening the site up as a wedding venue or other similar use. Leivian inquired about the use of sound amplification. J. Schifsky responded that it would only be used during events with large numbers of participants and she did not believe it would happen often.

Chair Yeager opened the public hearing and sought comment.

Julie and Lance Gebauer of 16334 373rd Street, Amador Township voiced concerns about sales, signage, and the impact of traffic on Highway 95, Quinlan Avenue and 373rd Street.

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

Chair Yeager asked Planning Commission members for comments.

Dave Whitney questioned the types of products being sold and if they were currently being sold. J. Schifsky responded that nothing was currently being sold and that items would be sold to people who were already onsite for events. J. Schifsky added that she had obtained a cottage food license through the State of Minnesota. Whitney also questioned how the butchering of livestock and wild game would be demonstrated. J. Schifsky explained that they would use their own facilities and materials and demonstrations would take place outside with instruction on how to provide meat for individuals and families. Chris DuBose noted that he was concerned about parking and acknowledged that the proposal included overflow parking in a pasture area. DuBose also acknowledged the Gebauer's concerns about traffic and noted, based on J. Schifsky's comments, that most visitors would ride-share.

J. Schifsky inquired about the recommended condition limiting the number of employees to two and asked if there could be some flexibility. In response, Jolene Wille inquired about the Schifsky's desired ratio of children

to staff / volunteers. J. Schifsky stated that she would like the ratio to be roughly one staff / volunteer to 10 children. Commission members and the applicants discussed this issue in greater detail, with the applicants offering that four staff members would meet their needs.

Motion by Chris DuBose to amend staff's recommended condition no. 7 to allow a maximum of four employees rather than two; second by Jolene Wille. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Jim McCarthy expressed his concern over the proposed number of customers / visitors being 80 but shared that he felt more comfortable knowing that there would only be a maximum of seven events per month. The Commission members and applicants had a lengthy discussion about issues relating to number of customers / visitors and the use of bathroom facilities within the dwelling versus the use of porta potties.

Motion by Eric Leivian to amend staff's recommended condition no. 6 to allow no more than 60 customers / visitors at any given time rather than 80; second by Dave Whitney. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Motion by Eric Leivian to amend staff's recommended condition no. 5 to require quiet hours from 8:00 pm to 7:00 am rather than 9:00 pm to 7:00 am; second by Dave Whitney. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Motion by Chris DuBose to approve Resolution No. PC2023-0902, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 16559 373rd Street in Amador Township, with Findings of Fact as presented and conditions as amended; second by Jolene Wille. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Conditions:

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities may not occur earlier or later than the listed hours of operation.
   Monday – Friday – 9:00 am to 7:00 pm
   Saturday – 9:00 am to 5:00 pm
   Sunday – 12:00 pm to 3:00 pm
5. The permit holder shall implement mandatory daily quiet hours of ~~8:00 pm~~ 9:00 pm to 7:00 am.

6. The maximum number of customers / visitors at any given time shall be no more than ~~80~~ 60.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is ~~two (2)~~ four (4). This condition is not intended to prohibit the permit holder from having more than ~~two (2)~~ four (4) employees but, rather, to limit the number of employees on-site.
8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held responsible for emergency vehicle repairs pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.
14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Kelly Hokanson – Coordinator Gervais provided a brief background on Kelly Hokanson's request for the Preliminary Plat of Hokanson View, explaining that the subject site was located on 460th Street in Sunrise Township (PID 09.00523.10). Gervais provided detail about the subject site and surrounding area and explained that the proposed plat included the creation of one 8-acre parcel from the 198-acre tract of land. Gervais commented that the proposed parcel met and exceeded the County's minimum dimensional requirements for the AG District. Gervais noted that the plat drawing included a 66' wide "future ingress & egress easement" adjacent to the western property boundary which staff assumed was intended to accommodate future development of land to the north.

The Technical Review Committee met on August 9, 2023 and no concerns were identified. The Sunrise Town Board reviewed the request on August 17, 2023 and recommended approval with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on December 2, 2023.

Gervais concluded by offering a recommendation of approval with three conditions, and reviewed options available to the Planning Commission.

Chair Yeager invited the applicant to address the Planning Commission. Property owner Kelly Hokanson and Land Surveyor Kelly Jordan were present and addressed the Planning Commission. Jordan commented that he was made aware immediately prior to the start of the meeting that, in order for the proposed parcel to qualify

for Green Acres status / agricultural tax classification, the parcel would need to be increased from eight acres to 11 acres. Jordan inquired if it would be possible to amend the request and, if so, if the request would need to be tabled to allow time to revise the Preliminary Plat drawing. Commission members and Jordan briefly discussed how the property boundaries would be amended to increase the size of the proposed parcel.

Chair Yeager opened the public hearing and sought comment.

Maureen Puziewicz of 9955 468th Street, Sunrise Township inquired about and expressed concern with possible future development of the balance of Hokanson's land. Hokanson responded to the Commission explaining that the proposed 66' easement was intended to provide him access to the balance of his land.

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

Acknowledging Puziewicz' concern about future development, Chris DuBose offered that any future platting would require a public hearing and concerns could be addressed at that time. DuBose inquired if staff had any concerns with the proposed amendment to increase the size of the proposed parcel. Gervais responded that staff did not have any concerns so long as it was added as a condition of approval, adding that she did not believe the request would need to be tabled.

Motion by Chris DuBose to amend staff's recommended conditions of approval to include a condition allowing the proposed parcel to increase in size in order to make it eligible for Green Acres status / agricultural tax classification per staff approval; second by Jolene Wille. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Motion by John Sutcliffe to approve Resolution No. PC2023-0903, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Hokanson View, with conditions as amended; second by Dave Whitney. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None.

Conditions:

1. The Preliminary Plat of Hokanson View is approved per plat drawing dated signed July 31, 2023 and amended on August 3, 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. Based on the applicant's desire to increase the size of the proposed parcel in a manner which would allow for the proposed parcel to be eligible for an agricultural tax classification, the Planning Commission authorizes expansion of the parcel accordingly and upon staff review and approval.
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 – None

Old Business – None

New Business – None

Communications and Reports – County Board Liaison Greene commented that the County's preliminary 2024 budget was down to a 3.34% increase over 2023, with budget efforts continuing. Greene shared that he received an email from a Franconia Township resident who was approached about leasing their land for solar battery storage, with Greene suggesting that the use be discussed at an upcoming work session. Greene also suggested that the Commission discuss the planting of trees on or adjacent to property boundaries at an upcoming work session, suggesting that there should be a setback for trees.

Miscellaneous – None

Adjourn Meeting – ***Motion*** by Jolene Wille to adjourn the meeting; second by Eric Leivian. **Motion passed** 7-0. Ayes: DuBose, Whitney, Yeager, Leivian, Sutcliffe, McCarthy and Wille. Nays: None. The meeting was adjourned at 8:10 p.m.

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

DRAFT

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **6**
Title of Item for Consideration: Kathy Haglof Conditional Use Permit Surrender	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The commercial dog breeding and training kennel Conditional Use Permit at 28768 Olympic Trail was approved by the County Board of Commissioners on _____.	
Background: Property owner Kathy Haglof is requesting the September 29, 2023, termination of the commercial dog breeding and training kennel Conditional Use Permit at her 28768 Olympic Trail property is in Franconia Township (PID #04.00333.00). The attached correspondence of August 18, 2023, details Ms. Haglofs request. ***Attachments:*** • August 18, 2023, Correspondence	
Action Requested/Recommended It is respectfully requested that the Board affirmatively accept the surrender of the commercial dog breeding and training kennel Conditional Use Permit. The recommended motion is as follows: ***"Move to Acknowledge and Accept Property Owner Kathy Haglofs Request of August 18, 2023, to Terminate The Commercial Dog Breeding and Training Kennel Conditional Use Permit and Remove All Affiliated Permit Conditions From 28768 Olympic Trail, Franconia Township (PID#04.00333.00) as of September 29, 2023."***	
Implications of Action – Recommended Board action acknowledges and accepts removal of CUP status from the subject property. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: None.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

NOTICE TO CHISAGO COUNTY DEPARTMENT OF
ENVIRONMENTAL SERVICES AND ZONING
OF

INTENT TO CONTINUE CONDITIONAL USE PERMIT

NAME AND ADDRESS: **Kathy Haglof**
28768 Olympic Trail
Lindstrom, MN 55045

DESCRIPTION OF REQUEST: **To operate a commercial dog breeding and training kennel.**

PROPERTY ADDRESS, PID# AND LEGAL DESCRIPTION **28768 Olympic Trail, Lindstrom, MN PID #04.00333.00**
See attached "Exhibit A" for legal description

August 18, 2023

This serves as notice that as of September 29, 2023 I request to have the CUP deactivated. I am no longer operating a commercial dog breeding and training kennel. Please remove any affiliated conditions from 28768 Olympic Trail, Lindstrom, MN.

Please feel free to call should you have any questions.

Sincerely,

Kathy Haglof

Kathy Haglof

28768 Olympic Trail
Lindstrom, MN 55045

612-839-1137
khaglof@mac.com

RECEIVED

AUG 2 2 2023

Chisago County
Dept. of Environmental Services
BG

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **7**
Title of Item for Consideration: Kelly Hokanson - Hokanson View 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 owner Kelly Hokanson is requesting Preliminary Plat approval of Hokanson View. The subject 198.03 acre property is proposed to be divided/reduced in size resulting in the creation of one subdivided lot 16.2 acres in size. the subject property is generally located one-third of a mile east of Government Road / CR 57 and approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township (PID #09.00523.10).

At their meeting of September 7, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of preliminary plat, per Resolution No. PC2023/0903. During the September 7, 2023, Planning Commission meeting, the property communicated an amended configuration of the preliminary plat to increase the size of the proposed 8-acre parcel in a manner which would allow eligibility for an agricultural "green acres" tax classification. The Commission recommendation of approval includes endorsement of said amendment. Presented to the Board is the amended configuration adjusting the proposed lot from 8 acres in size to 16.2 acres. A resolution of the Board of Commissioners consistent with that of the Planning Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, December 2, 2023. Among the options for the County Board at tonight's meeting are the following:

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

Attachments:

- Draft Resolution of Approval
- Hokanson View Preliminary Plat (as amended)
- Planning Commission Presentation
- Planning Commission Staff Report and Application Materials
- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Hokanson View Preliminary Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 23/0920-____ , a Resolution of the County Board of Commissioners

of Chisago County, Minnesota, approving the Preliminary Plat of Hokanson View located one-third of a mile east of Government Road / CR 57 and approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township (PID #09.00523.10)
Implications of Action – Recommended Board action grants approval of the Hokanson View Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: None.

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF HOKANSON VIEW

WHEREAS, property owner Kelly Hokanson submitted an application dated received August 1, 2023 and considered complete on August 4, 2023 for the Preliminary Plat of Hokanson View; and

WHEREAS, the property owner desires to create one buildable parcel from the 198.03± acre subject site; and

WHEREAS, the subject site is generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00523.10
All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet; thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as

Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, during the course of the September 7, 2023 Planning Commission meeting, the property owner verbally expressed a desire and amended the request to increase the size of the proposed parcel in a manner which would allow for the proposed parcel to be eligible for an agricultural tax classification; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Hokanson View with conditions per Resolution No. PC2023-0903; and

WHEREAS, the Board of Commissioners considered the amended request for Preliminary Plat of Hokanson View and the Planning Commission's recommendation at its September 20, 2023 meeting and determined the Preliminary Plat of Hokanson View to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Hokanson View is approved per plat drawing dated signed September 13, 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. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

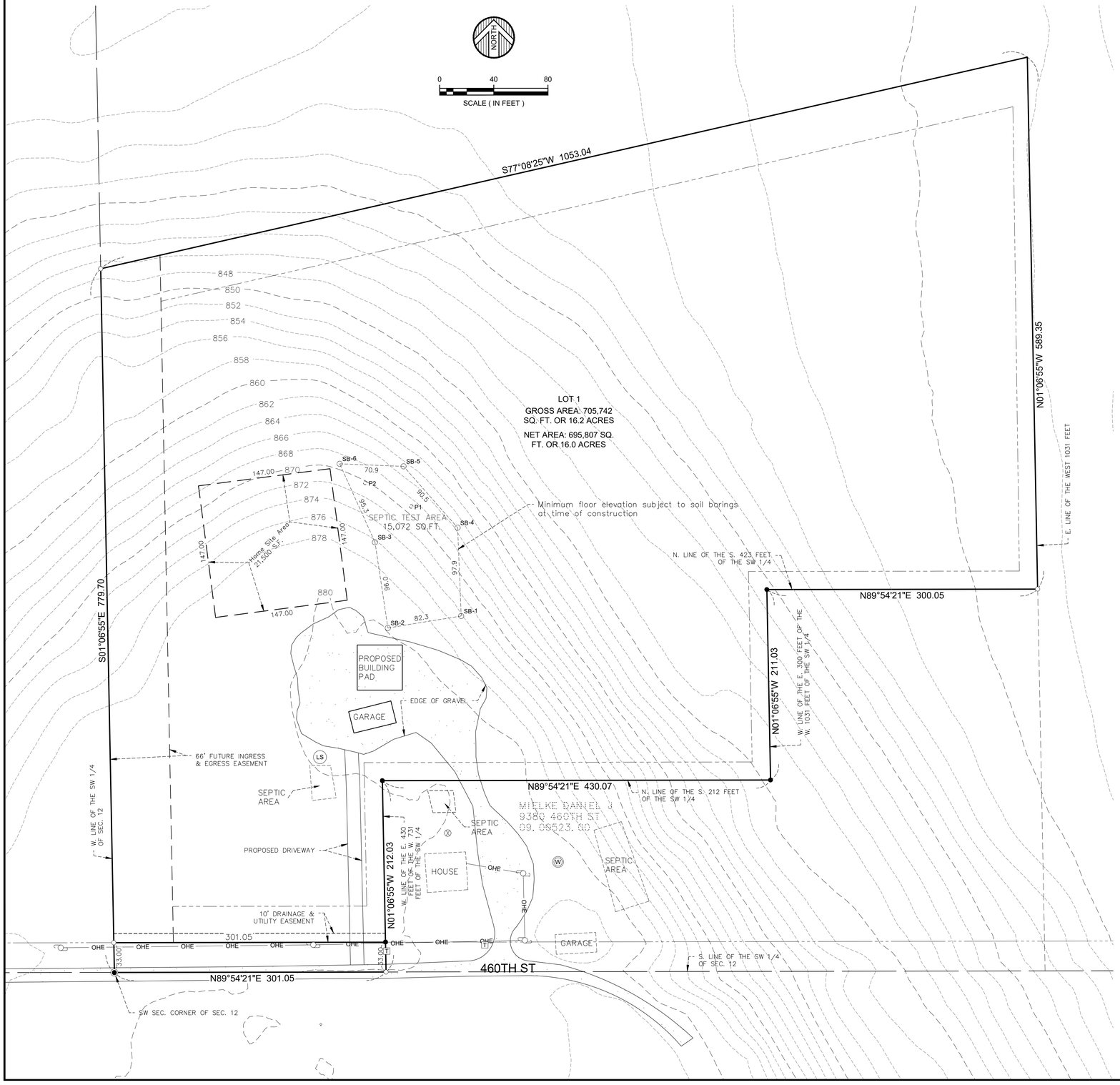
Approved: September 20, 2023

_____ ATTEST: _____

Ben Montzka
Chair, Board of Commissioners

Chase Burnham
County Administrator

PRELIMINARY PLAT of HOKANSON VIEW



PROPERTY DESCRIPTION:

That part of the Southwest Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows:

Beginning at the southwest corner of said Southwest Quarter; thence North 89 degrees 54 minutes 21 seconds East, assumed bearing, along the southerly line of said Southwest Quarter, 301.05 feet to the west line of the East 430 feet of the West 731.00 feet of said Southwest Quarter; thence North 01 degree 06 minutes 55 seconds West, along said west line, 212.03 feet to the north line of the South 212.00 feet of said Southwest Quarter; thence North 89 degrees 54 minutes 21 seconds East, along said north line, 430.07 feet to the west line of the East 300.00 feet of the West 1031.00 feet of said Southwest Quarter; thence North 01 degree 06 minutes 55 seconds West, along said west line, 211.03 feet to the north line of the South 423.00 feet; thence North 89 degrees 54 minutes 21 seconds East, 300.05 feet to the east line of the West 1031.00 feet; thence North 01 degree 06 minutes 55 seconds West, 589.35 feet; thence South 77 degrees 08 minutes 25 seconds West, 1053.04 to the west line of said Southwest Quarter; thence South 01 degree 06 minutes 55 seconds East, along said west line, 779.70 feet to the point of beginning.

LEGEND

- DENOTES FOUND 1/2" IRON PIPE MONUMENT CAPPED 42648
- DENOTES SET 1/2" IRON PIPE MONUMENT CAPPED 42648
- ELEC POLE
- TELE PEDESTAL
- LIFT STATION
- SANITARY CLEANOUT
- WATER WELL
- SOIL BORING
- OHE — OVERHEAD ELECTRIC
- RIGHT-OF-WAY LINE
- SETBACK LINE
- GRAVEL SURFACE

WETLANDS
WIDSETH
Ella Kohls
5368 266th St
Wyoming, MN 55092
PHONE (651)358-2351
Ella.Kohls@widseth.com

LAND SURVEYOR
WIDSETH
Kelly Jordan
5368 266th St
Wyoming, MN 55092
PHONE (651)464-3130

OWNER & DEVELOPER
Kelly P. Hokanson
9380 460th St
Harris, MN 55032
kellyhokanson64@gmail.com

SOIL BORINGS
John Gorman
48397 River Road
Rush City, MN 55069
PHONE (320)358-0268
Test Date: 07-31-2023

SURVEY NOTES:

1. Orientation of this bearing system is based on the Chisago County Coordinate System NAD 83 (1996 adj.)
2. The address of the property is un-assigned, the PID No. is 09.00523.10
3. Total Area of Property 8,653,494 Sq. Ft. or 198.7 Acres.
4. Bench Mark: MnDOT BM "AZ MK" Elev: 921.087
5. Contours shown are LiDAR contours from MN DNR on NAVD88 datum.
6. The subject property is zoned A (Agricultural) per Sunrise Township zoning map. Building setbacks are:
   Front yard(From R/W) : 40 feet
   Rear yard : 50 feet
   Side yard : 20 feet
   Minimum Buildable Area : 21,500 Sq. Ft.
   10,000 Sq. Ft. principle pad that:
   Minimum 2 feet above the nearest 100 year flood Elev.
   Minimum 2 feet above the highest anticipated water level
   11,500 Sq. Ft. yard site:
   Above the nearest or any relevant 100-year flood contour

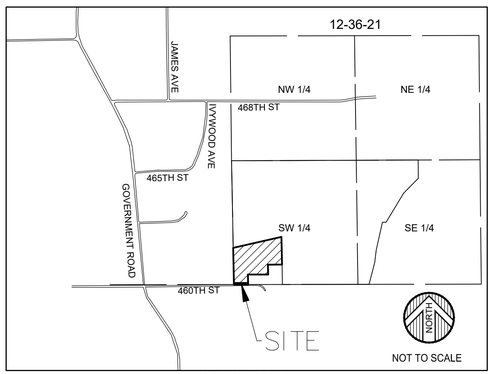
Highest Anticipated Water Elevation & 100-year flood contour is determined to be at Elev. = 824.8 based on the cross section elevation where Goose Creek intersects with the Westerly property line of the subject property per Mn DNR Lake and Flood Elevations Online

7. The platted property lies within Zone X, areas determined to be outside the 0.2% annual chance flood plain per FEMA Flood Insurance Rate Map No. 27025C0150D, effective April 17, 2012.

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:

BEING 10 FEET IN WIDTH ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

VICINITY MAP



SEC.12, T36, R21
SUNRISE TOWNSHIP
CHISAGO COUNTY, MINNESOTA

SHEET 1 OF 2

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WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

PREPARED FOR: KELLY P. HOKANSON

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.

Kelly L. Jordan DATE: 09/13/2023 LIC. NO. 42648

DATE	AMENDMENTS	BY
08/03/2023	SOIL BORINGS ADDED TO LOT 1	KLJ
09/13/2023	Acreage expanded for Green Acre purposes	JAS

DATE: July 2023
SCALE: AS SHOWN
DRAWN BY: JAS
CHECKED BY: KLJ
FILE NUMBER: 2023-11110

PRELIMINARY PLAT of HOKANSON VIEW

NORTH

0 150 300
SCALE (IN FEET)

SW – NW | SE – NW | SW – NE

S89°46'27"W 2653.40

S89°46'27"W 1317.59

S00°40'12"E 389.00

SEC. 30

GOOSE CREEK

824.8

HIGHEST ANTICIPATED WATER LEVEL

NW – SW | NE – SW | NW – SE

N44°28'55"E 449.19

N31°13'23"E 718.00

N89°50'23"E
77.00

S01°06'55"E 2634.36

TWP. 36

N12°41'44"E 602.14

N06°41'21"E
270.00

SW – SW | SE – SW | SW – SE

N89°54'21"E 300.05

N01°06'55"W
211.03

N89°54'21"E 430.07

N01°06'55"W
212.03

S01°06'55"E 423.07

N14°34'21"E 481.00

RNG. 21

N89°54'21"E 301.05

N89°54'21"E 1607.34

N89°54'21"E
237.00

SHEET 2 0F 2

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WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

AMENDMENTS	DATE	BY
SOIL BORINGS SHOWN ON LOT 1	08-03-2023	KLJ
Acreage added for Green Acre purposes	09-13-2023	

PREPARED FOR: **KELLY P. HOKANSON**

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.

Kelly L. Jordan

DATE: 09/13/2023 LIC. NO. 42648

DATE:	July 2023
SCALE:	AS SHOWN
DRAWN BY:	JAS
CHECKED BY:	KLJ
FILE NUMBER:	2023-11110

PRELIMINARY PLAT OF HOKANSON VIEW

Kelly Hokanson

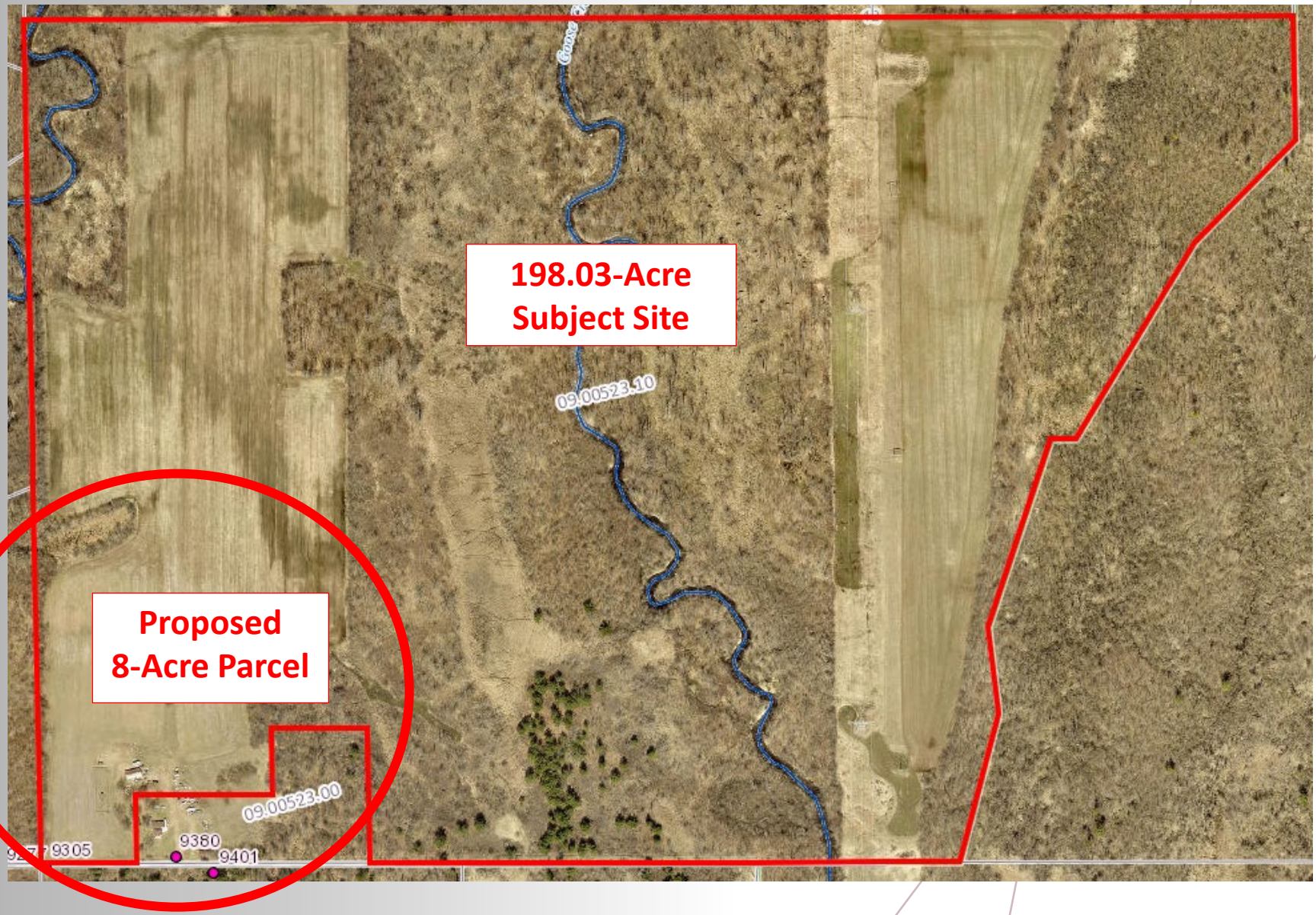
PID 09.00523.10

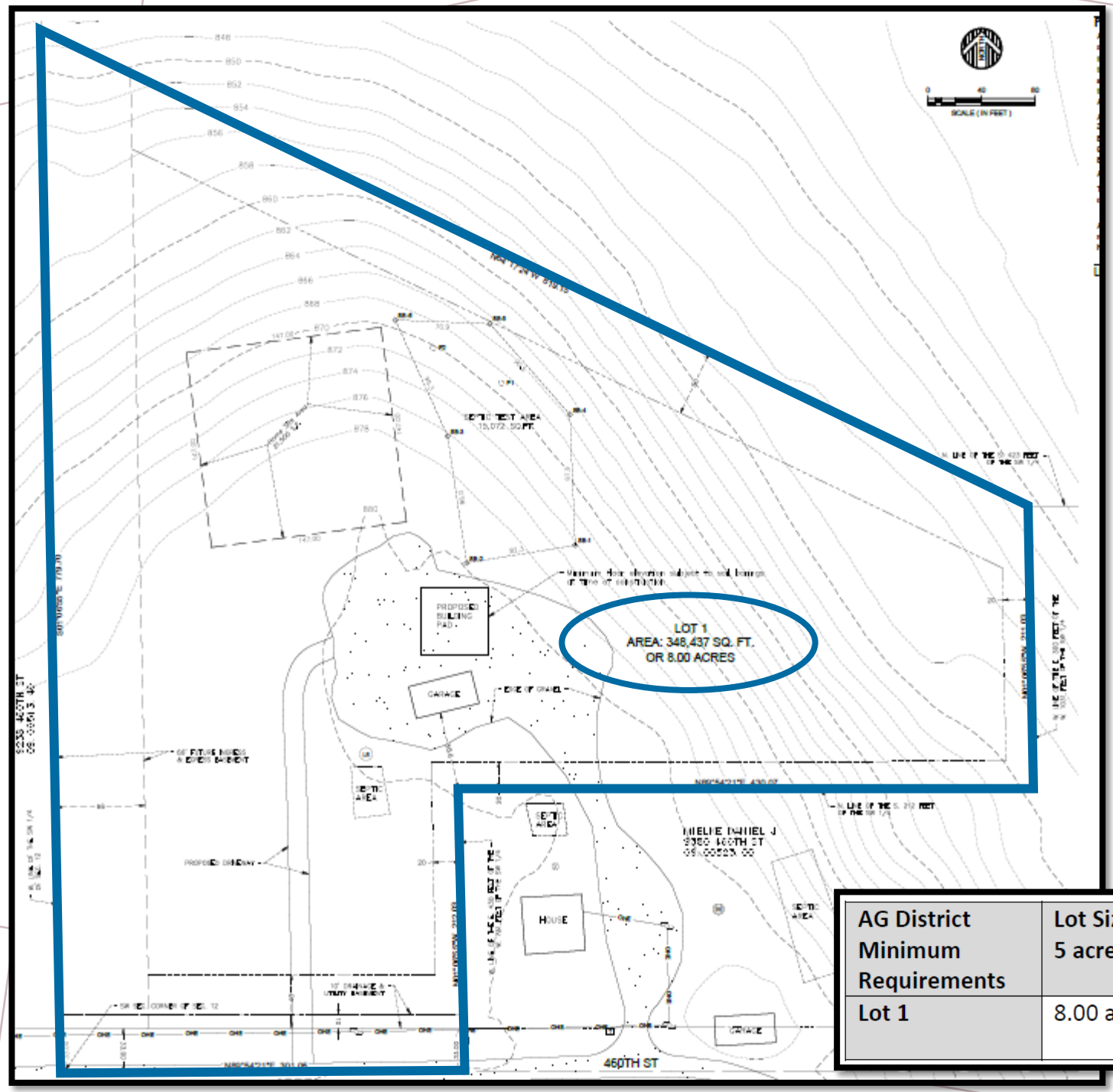
9xxx 460th Street

Sunrise Township

SITE DETAILS

- 198.03± acres
- Located 1/3 mile east of Government Road / CR 57 and 1 mile west of the St. Croix River on the north side of 460th Street
- Dwelling – located on PID 09.00523.00 – was split off through Minor Subdivision process in 2021
- Zoned Agricultural (AG) District





PROPOSED PLAT

- Creation of one 8-acre parcel from a 198-acre tract of land
- As proposed, the parcel meets and exceeds the County's dimensional requirements for the AG District
- Plat drawing shows a 66' wide "future ingress & egress easement" adjacent to the western property boundary which staff assumes is meant to accommodate future development of land to the north

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	8.00 acres	Approx. 301.05'	Approx. 702.85'	21,500 sf plus 15,072 sf septic area

REVIEW PROCESS

Technical Review Committee

August 9, 2023

No concerns identified

Sunrise Town Board

August 17, 2023

Recommended approval with no conditions

Review Period

Ordinance prescribed 120-day review period expires on December 2, 2023

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. The Preliminary Plat of Hokanson View is approved per plat drawing dated signed July 31, 2023 and amended on August 3, 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. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Hokanson View 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 Hokanson View 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 December 2, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0903, a resolution recommending approval of the Preliminary Plat of Hokanson View, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Hokanson View
9xxx 460th Street, Sunrise Township
DATE: September 7, 2023

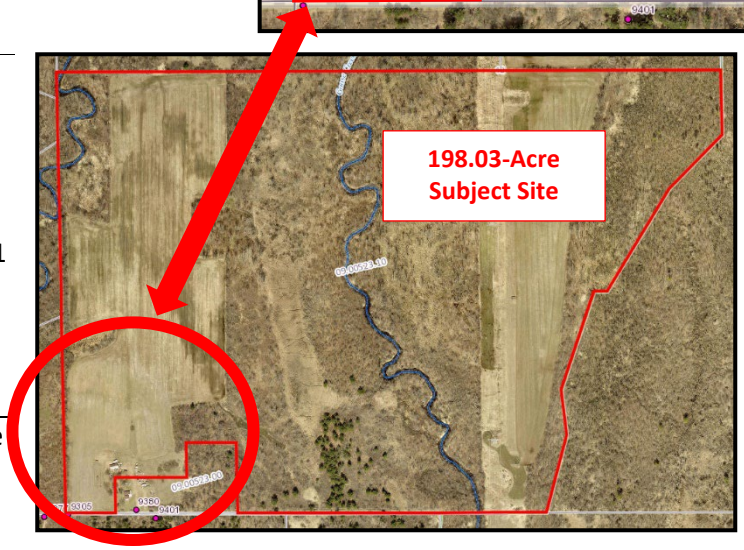
ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Hokanson View, involving the creation of one 8-acre lot from a 198.03± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	Kelly Hokanson
Applicant(s):	Kelly Hokanson
General Location:	9xxx 460th Street Sunrise Township Section 12, Township 36, Range 21
PID:	09.00523.10
Property Area:	198.03± 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:	August 1, 2023
Date Application Complete:	August 4, 2023
120-Day Review Period:	December 2, 2023





BACKGROUND

Property owner Kelly Hokanson is seeking approval of the Preliminary Plat of Hokanson View. The property owner wishes to create one 8-acre lot from the 198.03± acre tract of land located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township.

SITE & PROPOSAL ANALYSIS

The 198.03± acre subject site was split from the adjacent 5.01± acre PID 09.00523.00 in November 2021 through the Minor Subdivision

process (PID 09.00523.00 is shown in the southeastern quadrant of the circle in the image above). The proposed 8-acre lot is currently developed with two pre-existing accessory structures and a septic system.

Elevations of the proposed lot vary widely; however, these elevations should not limit further development as there is ample level ground toward the south end of the site (area with existing structures). The proposed lot includes a few areas with mature trees but otherwise appears to be an agricultural field. There are no identified wetland areas. Surrounding properties range widely in size with most parcels to the west ranging from 5 acres to 20 acres and most parcels to the east ranging from 5 acres to 300+ acres. Properties to the west are primarily used for residential and agricultural purposes whereas most properties to the east are State-owned parcels adjacent to the St. Croix River (Wild River State Park).

Staff notes that the proposed plat includes a "66' future ingress & egree easement" along the western property boundary of the proposed lot. Staff is not presently aware of future development plans for the remaining land (north of proposed lot); however, staff views the act of planning for future ingress and egress to be wise.

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 lot. As proposed, the lot complies with and exceeds 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	8.00 acres	Approx. 301.05'	Approx. 702.85'	21,500 sf plus 15,072 sf septic area

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

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

REVIEW PROCESS

The Technical Review Committee met on August 9, 2023 and no concerns were identified. The soils report and wetland delineation have been reviewed by the County and both were found to be accurate.

The Sunrise Town Board reviewed the proposed Preliminary Plat at its August 17, 2023 meeting and recommended approval 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 December 2, 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 Hokanson View with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Hokanson View is approved per plat drawing dated signed July 31, 2023 and amended on August 3, 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. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Hokanson View 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 Hokanson View 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 December 2, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0903, a resolution recommending approval of the Preliminary Plat of Hokanson View, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Preliminary Plat drawing dated signed July 31, 2023 and amended on August 3, 2023
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2023-0903

CC: Kelly Hokanson, property owner
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-1331

Township Sunrise **S/T/R** 12-36-21 **PID#** 09.00523.10

Project Address Vacant Land

Property Owner(s) Kelly P Hokanson

Mailing Address (If Different from Project Address) 9380 460th Street , Harris, MN 55032

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

Applicant(s) Kelly P. Hokanson

Mailing Address (If Different from Project Address) 9380 460th ST. Harris MN 55032

Phone# _____ **Email** _____

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) Request for approval of a one lot subdivision consisting of 8 acres.

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

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

Kelly P. Hokanson
Applicant Signature

7-28-23
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.

$500.00 – Base 1-3 lots
$150.00 – No Road
46.00 Recording

$ _____

TOTAL FEE $ 696.00

+ 200.00 Wetland Delineation Review

896.00

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Sunrise **S/T/R** 12-36-21 **PID#** 09.00523.10

Project Address Vacant Land

Property Owner(s) Kelly P Hokanson

Mailing Address (If Different from Project Address) 9380 460th Street , Harris, MN 55032

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

Applicant(s) Kelly P. Hokanson

Mailing Address (If Different from Project Address)

Phone# **Email**

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) Request for approval of a one lot subdivision consisting of 8 acres.

Kelly P. Hokanson — **Applicant Signature**

7-28-23 — **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 **Date of Township Presentation**

Township Action Taken (Township Use Only)

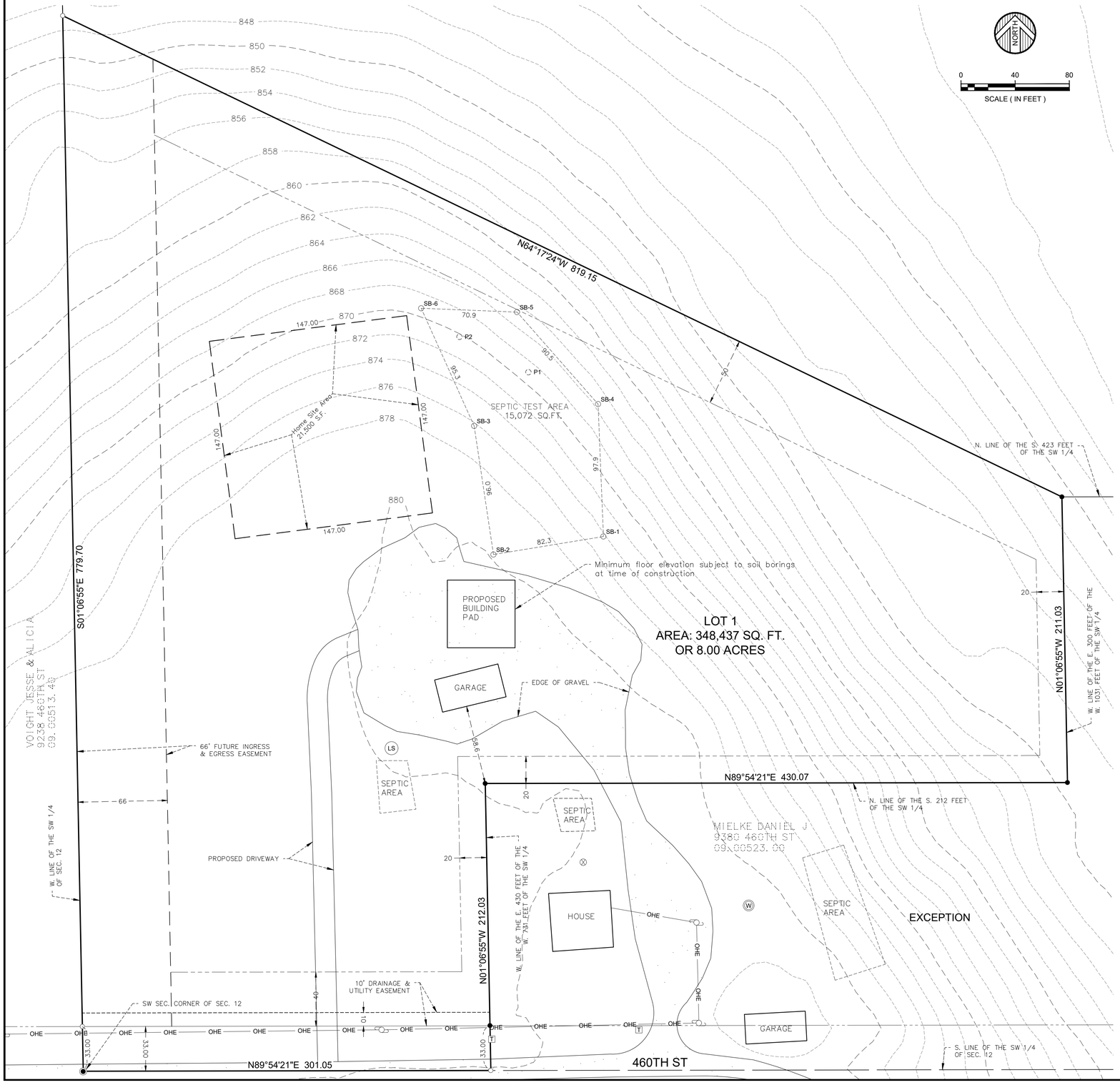
☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

NO conditions

Signatures of Township Officials or Authorized Personnel

PRELIMINARY PLAT of HOKANSON VIEW



PROPERTY DESCRIPTION:

All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet; thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

LEGEND

- ● DENOTES FOUND 1/2" IRON PIPE MONUMENT CAPPED 42648
- ○ DENOTES SET 1/2" IRON PIPE MONUMENT CAPPED 42648
- ELEC POLE
- T TELE PEDESTAL
- LS LIFT STATION
- ⊗ SANITARY CLEANOUT
- W WATER WELL
- SB SOIL BORING
- OHE OVERHEAD ELECTRIC
- RIGHT-OF-WAY LINE
- GRAVEL SURFACE

WETLANDS
WIDSETH
Ella Kohls
5368 266th St
Wyoming, MN 55092
PHONE (651)358-2351
Ella.Kohls@widseth.com

OWNER & DEVELOPER
Kelly P. Hokanson
9380 460th St
Harris, MN 55032
kellyhokanson64@gmail.com

SOIL BORINGS
John Gorman
48397 River Road
Rush City, MN 55069
PHONE (320)358-0268
Test Date: 07-31-2023

LAND SURVEYOR
WIDSETH
Kelly Jordan
5368 266th St
Wyoming, MN 55092
PHONE (651)464-3130

SURVEY NOTES:

1. Orientation of this bearing system is based on the Chisago County Coordinate System NAD 83 (1996 adj.)
2. The address of the property is un-assigned, the PID No. is 09.00523.10
3. Total Area of Property 8,653,494 Sq. Ft. or 198.7 Acres.
4. Bench Mark: MnDOT BM "AZ MK" Elev: 921.087
5. Contours shown are LiDAR contours from MN DNR on NAVD88 datum.
6. The subject property is zoned A (Agricultural) per Sunrise Township zoning map. Building setbacks are:
   Front yard(From R/W) : 40 feet
   Rear yard : 50 feet
   Side yard : 20 feet
   Minimum Buildable Area : 21,500 Sq. Ft.
   10,000 Sq. Ft. principle pad that:
   Minimum 2 feet above the nearest 100 year flood Elev.
   Minimum 2 feet above the highest anticipated water level
   11,500 Sq. Ft. yard site:
   Above the nearest or any relevant 100-year flood contour

Highest Anticipated Water Elevation & 100-year flood contour is determined to be at Elev. = 824.8 based on the cross section elevation where Goose Creek intersects with the Westerly property line of the subject property per Mn DNR Lake and Flood Elevations Online

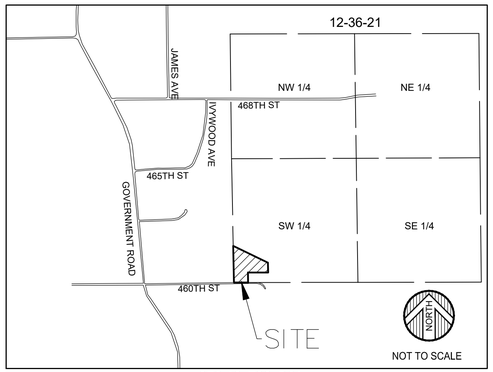
7. The platted property lies within Zone X, areas determined to be outside the 0.2% annual chance flood plain per FEMA Flood Insurance Rate Map No. 27025C0150D, effective April 17, 2012.

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:



BEING 10 FEET IN WIDTH ADJOINING
STREET LINES, UNLESS OTHERWISE SHOWN
ON THIS PLAT.

VICINITY MAP



SEC.12, T36, R21
SUNRISE TOWNSHIP
CHISAGO COUNTY, MINNESOTA

SHEET 1 0F 2

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WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

PREPARED FOR: KELLY P. HOKANSON

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.

Kelly L. Jordan

DATE: 07/31/2023 LIC. NO. 42648

DATE	AMENDMENTS	BY
08/03/2023	SOIL BORINGS ADDED TO LOT 1	KLJ

DATE: July 2023
SCALE: AS SHOWN
DRAWN BY: JAS
CHECKED BY: KLJ
FILE NUMBER: 2023-11110

PRELIMINARY PLAT of HOKANSON VIEW

NORTH

0 150 300
SCALE (IN FEET)

SW – NW | SE – NW | SW – NE

S89°46'27"W 2653.40

S89°46'27"W 1317.59

S00°40'12"E 389.00

SEC. 30

GOOSE CREEK

824.8

HIGHEST ANTICIPATED WATER LEVEL

NW – SW | NE – SW | NW – SE

N44°28'55"E 449.19

N31°13'23"E 718.00

N89°50'23"E
77.00

S01°06'55"E 2634.36

TWP. 36

N12°41'44"E 602.14

N06°41'21"E
270.00

SW – SW | SE – SW | SW – SE

N89°54'21"E 300.05

N01°06'55"W
211.03

N89°54'21"E 430.07

N01°06'55"W
212.03

S01°06'55"E 423.07

N14°34'21"E 481.00

RNG. 21

N89°54'21"E 301.05

N89°54'21"E 1607.34

N89°54'21"E 237.00

SHEET 2 0F 2

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WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

AMENDMENTS	DATE	BY
SOIL BORINGS SHOWN ON LOT 1	08-02-2023	KLJ

PREPARED FOR: **KELLY P. HOKANSON**

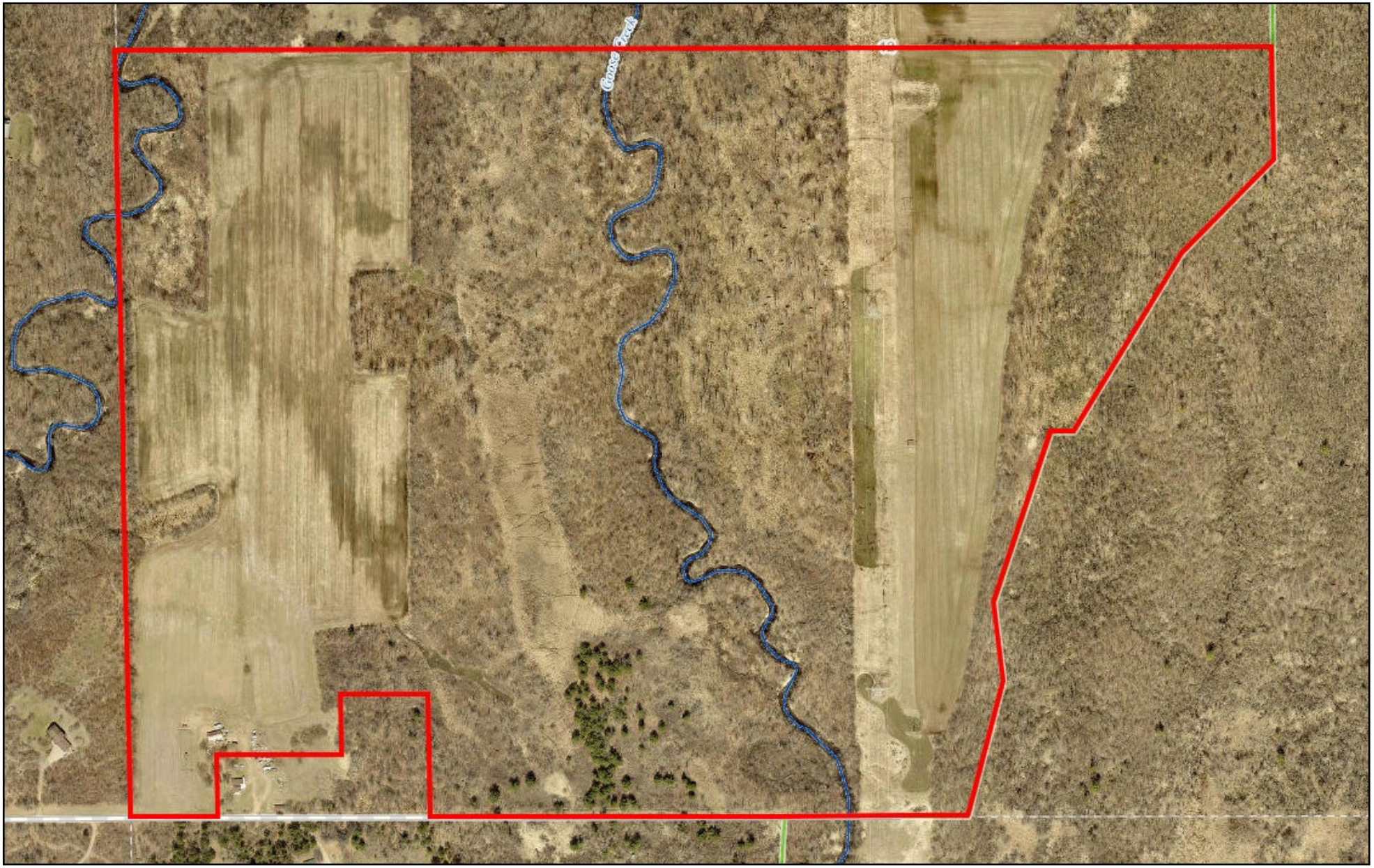
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kelly L. Jordan DATE: 07/31/2023 LIC. NO. 42648

DATE:	July 2023
SCALE:	AS SHOWN
DRAWN BY:	JAS
CHECKED BY:	KLJ
FILE NUMBER:	2023-11110

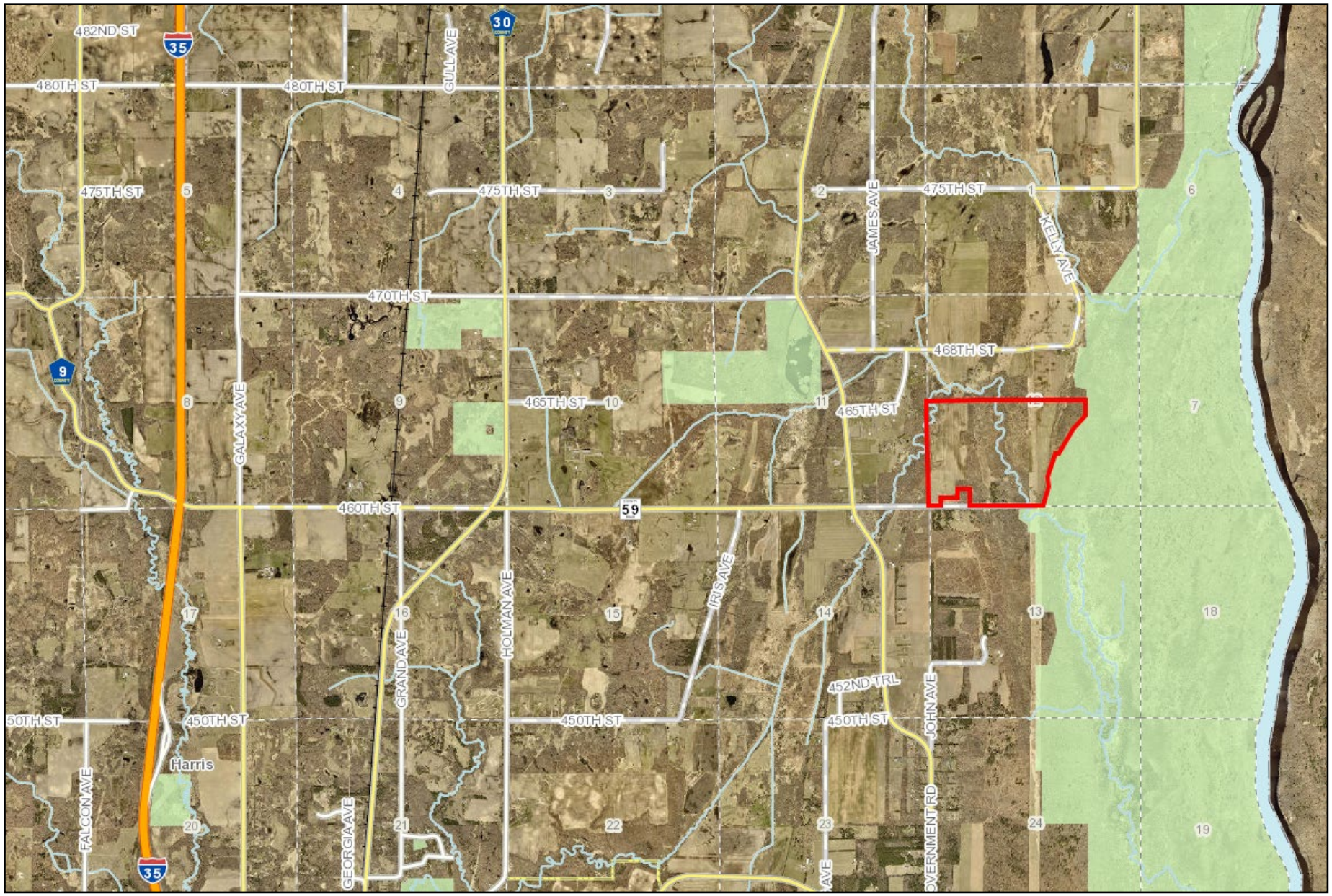
Kelly Hokanson – Property owner Kelly Hokanson is requesting approval of the Preliminary Plat of Hokanson View involving the creation of one 8-acre lot from a 198.03± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located approximately one-third of a mile east of Government Road / CR 57 on the north side of 460th Street in Sunrise Township, S12, T36, R21 (PID 09.00523.10).

Hokanson Property -



Kelly Hokanson – Property owner Kelly Hokanson is requesting approval of the Preliminary Plat of Hokanson View involving the creation of one 8-acre lot from a 198.03± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located approximately one-third of a mile east of Government Road / CR 57 on the north side of 460th Street in Sunrise Township, S12, T36, R21 (PID 09.00523.10).

Hokanson Property -



RESOLUTION NO. PC2023-0903

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF HOKANSON VIEW

WHEREAS, property owner Kelly Hokanson submitted an application dated received August 1, 2023 and considered complete on August 4, 2023 for the Preliminary Plat of Hokanson View; and

WHEREAS, the property owner desires to create one buildable parcel from the 198.03± acre subject site; and

WHEREAS, the subject site is generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00523.10

All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet; thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Hokanson View 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 Hokanson View is approved per plat drawing dated signed July 31, 2023 and amended on August 3, 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. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of September, 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: September 20, 2023	***Item Number:*** **8**
Title of Item for Consideration: Blue Ribbon Tree Farm Final Plat	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The Preliminary Plat of Blue Ribbon Tree Farm was approved by the County Board of Commissioners on July 19, 2023.

Background: Property owners John and Janet Swanson and applicant Milo Horak are requesting Final 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).

The Final Plat submitted on September 8, 2023, conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat is presented for Board consideration.

Attachments:

- Draft Resolution of Approval
- Final Plat (full copy available at the meeting for review)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Blue Ribbon Tree Farm Final Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 23/0920-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final 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 Final Plat as presented. Once signed and filed the new lot configuration will exist.

Budget/Financial Implications: None.

Legal/Policy Implications: None.

Administrator's Recommendation

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-___
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF BLUE RIBBON TREE FARM

WHEREAS, property owners John Swanson & Janet Swanson and applicant Milo Horak submitted a request for the Final Plat of Blue Ribbon Tree Farm on September 8, 2023; 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, the Preliminary Plat of Blue Ribbon Tree Farm was recommended for approval by the Planning Commission on July 6, 2023 and approved by the Board of Commissioners on July 19, 2023; and

WHEREAS, the Final Plat submitted on September 20, 2023 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Blue Ribbon Tree Farm, subject to the following conditions:

1. The Final Plat is approved as submitted on September 20, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 20, 2023

_____ ATTEST: _____

Ben Montzka
Chair, Board of Commissioners

Chase Burnham
County Administrator

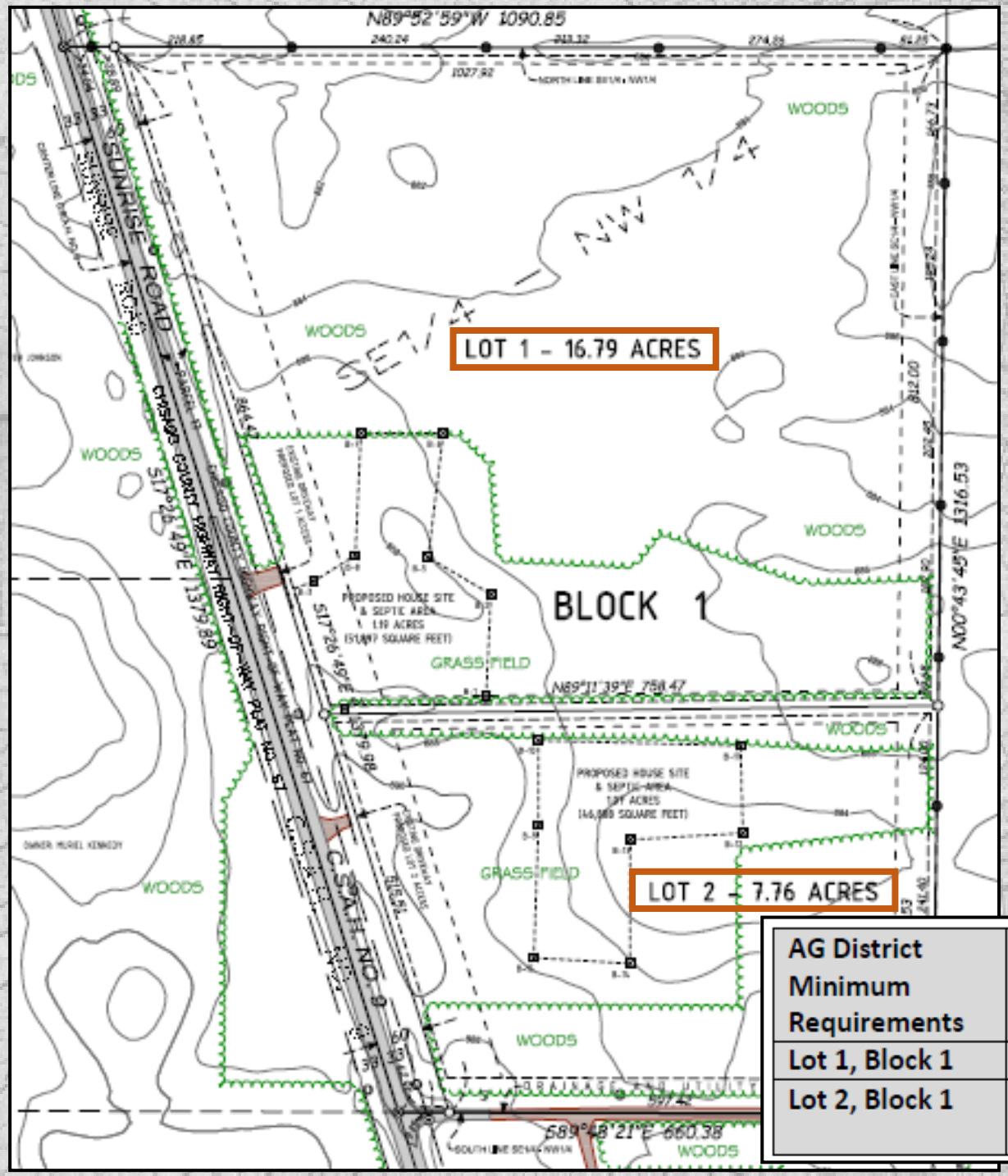
Preliminary Plat
of
Blue Ribbon Tree Farm

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

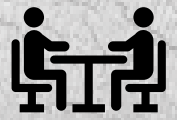


Proposal Analysis

- 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



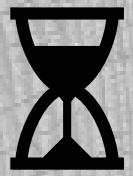
Technical Review Committee
June 14, 2023

- 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]

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☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat
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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

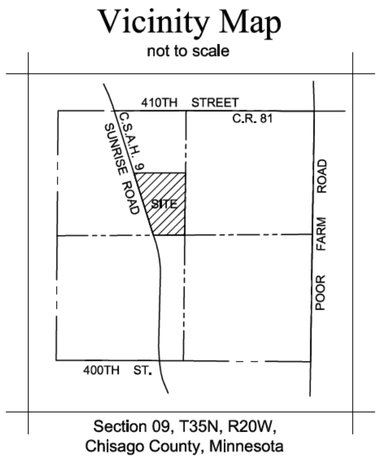
BLUE RIBBON TREE FARM

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

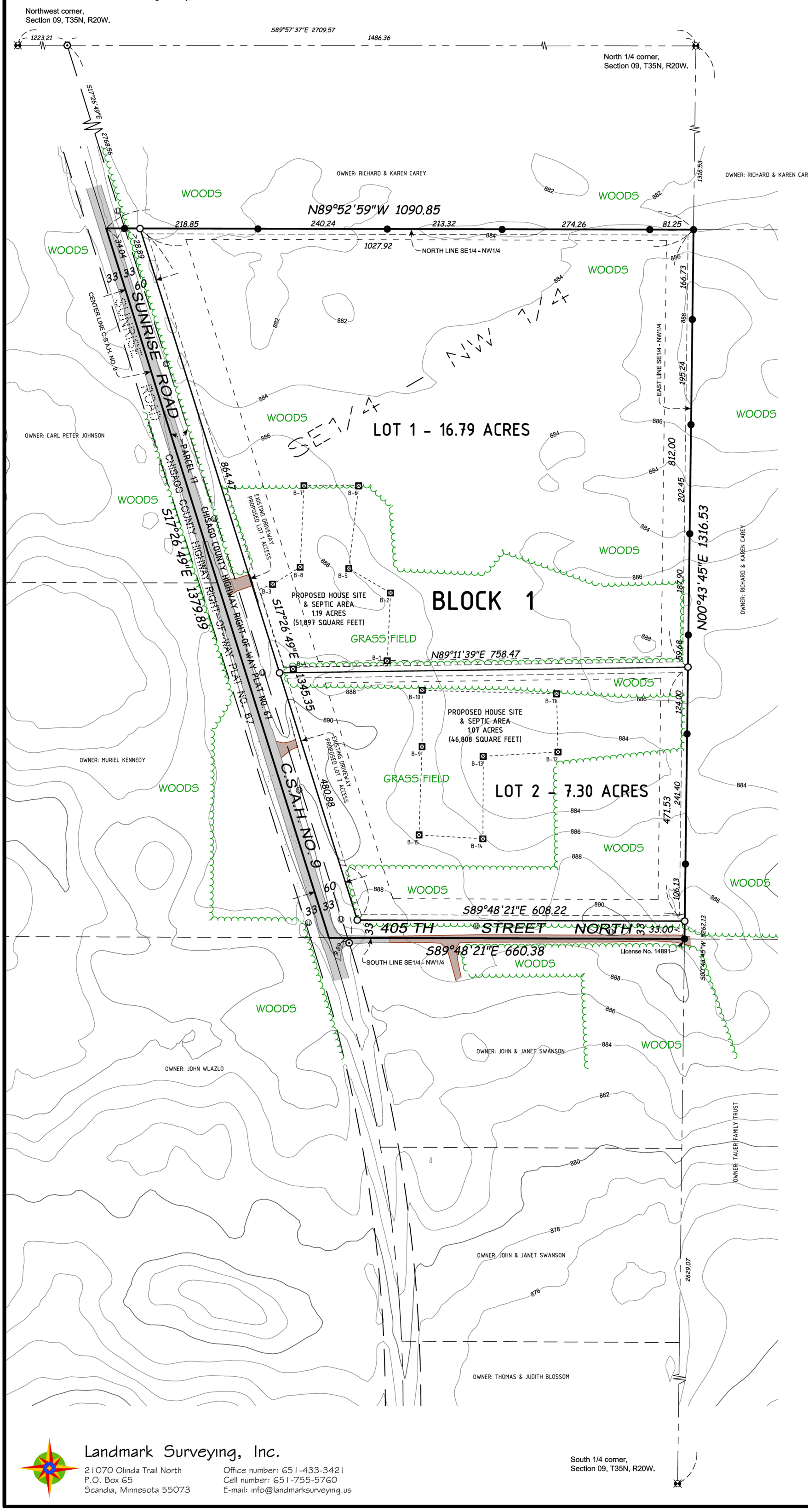
RECORD PARCEL DESCRIPTION

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.

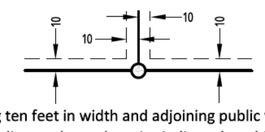
Distances are in feet and decimals of a foot.

Distances and dimensions shown as 50, 100, 90°, etc. are exact extrinsic values.

Elevations are based on the North American Vertical Datum of 1988 (N.A.V.D. 88).

Contours are at two foot intervals and were derived from field measurements and data published by the Minnesota Department of Natural Resources.

Drainage and utility easements are proposed thus:



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

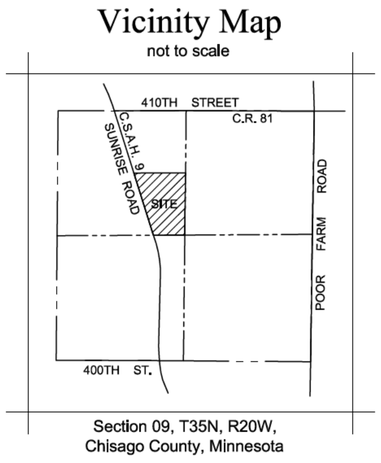
BOUNDARY SURVEY AND PRELIMINARY PLAT OF

BLUE RIBBON TREE FARM

Part of the Southeast Quarter of the Northwest Quarter,
Section 09, Township 35 North, Range 20 West,
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

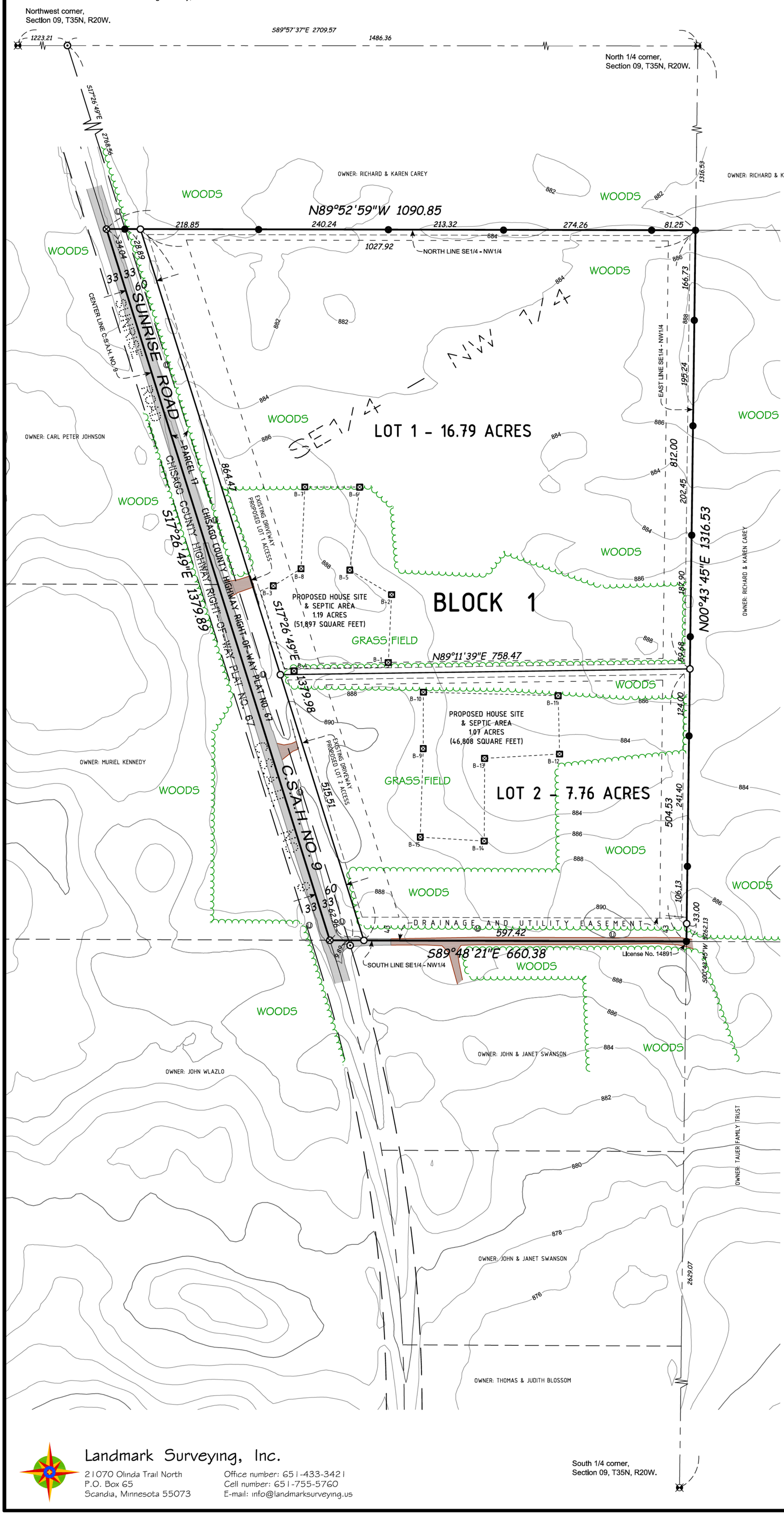
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Abstract Property



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JOHN V. & JANET E. SWANSON
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651-497-7122

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651-433-3421

EXISTING PID:
09.00119.00

EXISTING ZONING:
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ADJOINING LAND ZONING
ALL PARCELS - AG

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

NUMBER OF BUILDABLE LOTS: 2
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LOT 2 = 7.760 ACRES

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TOTAL AREA OF PROPOSED SUBDIVISION:
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AREA DEDICATED FOR ROADS:
1.901 ACRES±

AREA OF WETLAND
0.00 ACRES

AREA OF STEEP SLOPES
0.00 ACRES

BUILDING SETBACKS:
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SIDE - 20 FEET
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WATER SUPPLY:
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PRIVATE SEPTIC

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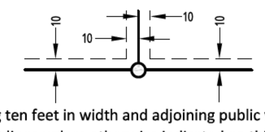
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Drainage and utility easements are proposed thus:



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 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

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



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: September 20, 2023	***Item Number:*** **9**
Title of Item for Consideration: Janine Schifsky & Allen Schifsky Conditional Use Permit - Rural Retail Tourism Educational Farm/Classes	
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 Janine Schifsky & Allen Schifsky are requesting a Conditional Use Permit to conduct Rural Retail Tourism activities on their 10.62-acre property located at 16559 373rd Street in Amador Township (PID #01.00153.55). The nature of the activities to be conducted are described as educational farm workshops and instructional classes, mentoring, and tutoring.

At their meeting of September 7, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of the Conditional Use Permit with conditions, per Resolution No. PC2023-0902. 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 October 2, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff;
- Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).
- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the applicants Janine and Allen Schifsky request for a Rural Retail Tourism Conditional Use Permit to operate educational farm workshops and instructional classes, mentoring, and tutoring at 16559 373rd Street in Amador Township. The following is

the suggested language for the motion:

"Move to Approve Resolution No. 23/0920_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Janine and Allen Schifsky request for a Rural Retail Tourism Conditional Use Permit to operate educational farm workshops and instructional classes, mentoring, and tutoring at 16559 373rd Street in Amador Township (PID #01.00153.55)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 16559 373RD STREET IN AMADOR TOWNSHIP

WHEREAS, property owners Janine Schifsky & Allen Schifsky submitted an application dated received July 31, 2023 and considered complete on August 3, 2023 for a Conditional Use Permit allowing a Rural Retail Tourism on property located at 16559 373rd Street in Amador Township; and

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

WHEREAS, the subject site is 10.62± acres in size and legally described as:

PID 01.00153.55
Lot 6, Block 1, Whitetail Hills, Chisago County, Minnesota

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s) and/or applicant(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with conditions per Resolution No. PC2023-0902; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its September 20, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

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

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

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

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

Finding #2 *The proposed use will utilize self-contained sanitary facilities, private utilities, and off-street parking for visitors, and access to the subject site will be gained from well-established Township Roads (Quinlan Avenue and 373rd Street). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*

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

Finding #3 *While the subject site is located within a residential subdivision, the subject site is more than 10 acres in size and is heavily forested. In fact, aerial imagery shows that there is heavy forestation between all areas and structures proposed for Rural Retail Tourism activities and neighboring structures to the north and west; properties to the south and east are used for agricultural purposes and have not been developed with dwellings. Further, the two neighboring dwellings to the north and west are situated approximately 140' and 340' respectively from the shared property boundaries. Therefore, the County finds that the proposed use is sufficiently separated by natural vegetative screening and distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The existing structures are well-maintained and the County has no evidence to suggest that they have an appearance which would cause adverse effects upon adjacent properties. Further, all indoor and outdoor activities will be well screened by heavy forestation and distance. Therefore, the County finds that the appearance of the proposed use will not have an adverse impact on adjacent properties.*

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

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located adjacent to a Township Road system (Quinlan Avenue and 373rd Street) within a relatively small residential subdivision featuring a total of six private properties, including the subject site. The application materials describe events with as little as one visitor and as many as 80 visitors, with larger groups carpooling as the events will be family focused. The Amador Town Board – being the Road Authority – did identify the recommended need for sufficient on-site parking and sufficient access for emergency vehicles but did not identify any concerns specifically relating to traffic hazards or congestion. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The County finds no evidence to suggest that the proposed use will cause any glare or general unsightliness which would impact nearby properties; however, based on the anticipated number of visitors being as many as 80 and the proposed occasional use of amplified sound, the County finds that noise may be a potential adverse impact to nearby properties. However, the County further finds that the buffer of existing heavy forestation and distance and the proposed implementation of mandatory daily quiet hours of 9:00 pm to 7:00 am will sufficiently mitigate any potential adverse impacts of noise.*

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

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities

may not occur earlier or later than the listed hours of operation.
Monday – Friday – 9:00 am to 7:00 pm
Saturday – 9:00 am to 5:00 pm
Sunday – 12:00 pm to 3:00 pm

5. The permit holder shall implement mandatory daily quiet hours of 8:00 pm to 7:00 am.
6. The maximum number of customers / visitors at any given time shall be no more than 60.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is four (4). This condition is not intended to prohibit the permit holder from having more than four (4) employees but, rather, to limit the number of employees on-site.
8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held responsible for emergency vehicle repairs pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.
14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Conditional Use Permit for Rural Retail Tourism

Janine & Allen Schifsky
PID 01.00153.55
16559 373rd Street
Amador Township



Site Analysis

- Site is 10.62± acres in size, zoned Agricultural (AG) District, and was platted as Lot 6, Block 1, Whitetail Hills in 2001
- Site is generally located north of St. Croix Trail / TH 95, east of Quinlan Avenue and southeasterly of the 373rd Street hammerhead
- Site is currently developed with a dwelling and detached accessory structures
- Topography includes elevations of 969’ and 965’ on the outer perimeter with elevations gently sloping down toward the center of the property, as well as heavy forestation throughout but primarily on the eastern half
- Surrounding properties vary widely in size from 5 acres to 140 acres, with neighboring properties in the Whitetail Hills subdivision ranging from 5 acres to 20.6 acres
- Neighboring properties within the Whitetail Hills subdivision have been developed for residential purposes and neighboring properties outside of the subdivision have a strong agricultural focus
- The closest dwellings are located on properties immediately north and west with the dwelling to the north being located approximately 140’ from the shared property boundary and the dwelling to the west being located approximately 340’ from the shared property boundary; properties to the south and east are undeveloped / used for agricultural purposes



Proposal Analysis

Property owners Janine & Allen Schifsky are requesting a CUP for Rural Retail Tourism. Proposed Rural Retail Tourism activities will include, but are not limited to, mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours and photo sessions, with activity taking place both within existing structures as well as outdoors. The business will be known as Wild Country Acres, LLC.

The written narrative offers the following information:

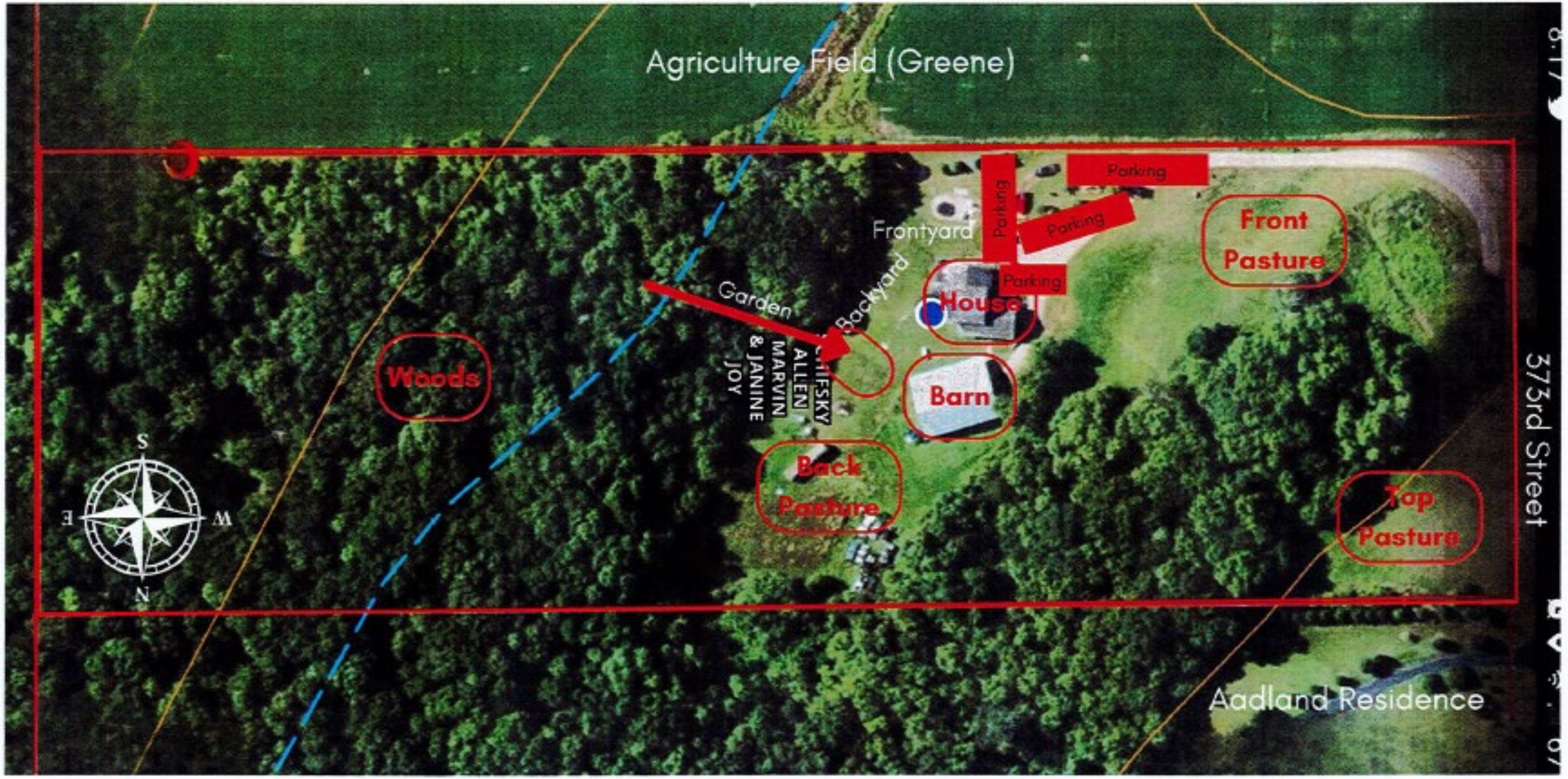
- Hours of Operation – The property owners intend to **operate the facility year-round** with an anticipated **three to seven events scheduled each month**. The event schedule will vary depending on demand and personal schedules. The facility will be open **Monday – Friday 9:00 am – 7:00 pm, Saturday 9:00 am – 5:00 pm, and Sunday 12:00 – 3:00 pm**. Events could be as short as one to two hours or as long as eight hours or longer, depending on subject matter and event type / focus.
- Anticipated Number of Visitors – The property owners are anticipating **1-80 people in attendance for each event**. At least one of the business owners or staff members will be present during business hours. The highest occupancy is predicted to be during periods of warm weather.
- Parking – Parking will be available on the **driveway with overflow parking in the front pasture**. The written narrative explains that most visitors will be dropped off or arrive in groups being that events are family focused. The property owners estimate that there are **approximately 16 - 9’ x 18’ parking spaces available**, including three spaces in front of the dwelling and attached garage, six spaces near the front yard driveway border, three spaces on the north side of the turn-around, and four spaces on the east side of the turn-around. And, as previously mentioned, there will be overflow parking in the front pasture.
- Lighting – Both the dwelling and the pole building have exterior lighting at their entrances.

Proposal Analysis, cont.

- Sound – The property owners are proposing **mandatory quiet hours from 9:00 pm to 7:00 am**. While the property owners have stated that sound amplification will be rare, they suggest that it may be used during business hours from time to time for larger groups.
- Event Locations – **Events are proposed both indoors and outdoors**. When indoors, events could take place within the living room, kitchen, dining room, or basement. When outdoors, events could take place on the front porch or in the backyard, pole barn, garden, front yard, woods, or pasture.
- Pets / Animals – Aside from service animals, pre-approved special guests and, presumably, pets belonging to the property owners, **pets will not be allowed on the property**.
- Future Expansion – The property owners do not have any plans to add permanent structures specifically dedicated to Rural Retail Tourism activities.
- Emergencies – The written narrative provides lengthy detail about mitigation actions, preparedness planning and training, response and recovery actions.

The written narrative suggests that there may be **staff members** in addition to the business owners but there is no specific detail about the number of proposed staff members. **Staff has included a recommended condition of approval which limits the number of employees on-site at any given time to two**. This condition is not intended to prohibit the business owners / permit holder from having more than two employees but, rather, to limit the number of employees on-site.

Site Plan


Agriculture Field (Greene)
Parking
Parking
Parking
Parking
Front Pasture
Frontyard
Backyard
Garden
House
Barn
Woods
Back Pasture
Top Pasture
ALLEN MARVIN & JANINE JOY
373rd Street
Aadland Residence
S
E
M
N

Review Process

TECHNICAL REVIEW COMMITTEE AUGUST 9, 2023

BUILDING OFFICIAL SPOKE ABOUT OCCUPANCY RATINGS FOR THE POLE BUILDING; STRUCTURE IS CURRENTLY RATED FOR UP TO 36 PEOPLE AND UP TO 120 PEOPLE IF A SPRINKLER SYSTEM IS INSTALLED.

SANITARIAN SPOKE ABOUT POSSIBLE USE OF THE EXISTING SEPTIC SYSTEM / BATHROOMS WITHIN THE DWELLING FOR RURAL RETAIL TOURISM ACTIVITIES, EXPLAINING THAT IT MAY BE POSSIBLE IF THE PROPERTY OWNERS INSTALLED AN EVENT COUNTER FOR MONITORING AND UTILIZED AT LEAST ONE PORTA POTTY. ULTIMATELY, THE SANITARIAN RECOMMENDED THAT THE EXISTING SEPTIC SYSTEM / BATHROOMS WITHIN THE DWELLING NOT BE ALLOWED FOR RURAL RETAIL TOURISM ACTIVITIES AND THAT THE PROPERTY OWNERS INSTEAD UTILIZE PORTA POTTIES. THERE IS NO REQUIREMENT ON THE EXACT NUMBER OF PORTA POTTIES.

AMADOR TOWN BOARD AUGUST 15, 2023

RECOMMENDED APPROVAL WITH NOTATIONS OF “PARKING, ACCESS FOR EMERGENCY VEHICLES, LESS NUMBER OF OCCUPANTS ON SITE”. STAFF INTERPRETS THIS TO MEAN THAT THE CUP IS RECOMMENDED FOR APPROVAL WITH THE CONDITIONS THAT SUFFICIENT ON-SITE PARKING IS PROVIDED FOR CUSTOMERS / VISITORS AND SUFFICIENT ACCESS IS PROVIDED FOR EMERGENCY VEHICLES. BASED ON THE TOWN BOARD’S NOTATIONS, STAFF HAS INCLUDED RECOMMENDED CONDITIONS OF APPROVAL CONSISTENT WITH PAST APPROVALS.

REVIEW PERIOD

60-DAY REVIEW PERIOD EXPIRES OCTOBER 2, 2023

Staff Recommendation

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

Options

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit 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. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

Action Requested

Motion to adopt Resolution No. PC2023-0902, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 16559 373rd Street in Amador Township, with Findings of Fact and conditions as presented or amended.

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities may not occur earlier or later than the listed hours of operation.
   - Monday – Friday – 9:00 am to 7:00 pm
   - Saturday – 9:00 am to 5:00 pm
   - Sunday – 12:00 pm to 3:00 pm
5. The permit holder shall implement mandatory daily quiet hours of 9:00 pm to 7:00 am.
6. The maximum number of customers / visitors at any given time shall be no more than 80.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is two (2). This condition is not intended to prohibit the permit holder from having more than two (2) employees but, rather, to limit the number of employees on-site.

Recommended Conditions (1-7 of 17)

8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held responsible for emergency vehicle repairs pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.
14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Recommended Conditions (8-17 of 17)

Item No. 6b

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Conditional Use Permit for Rural Retail Tourism
16559 373rd Street, Amador Township
DATE: September 7, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) for Rural Retail Tourism in Amador Township. Proposed Rural Retail Tourism activities include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours and photo sessions, with activity taking place both within existing structures as well as outdoors.

SITE & APPLICATION INFORMATION

Applicant(s):	Janine & Allen Schifsky
Property Owner(s):	Janine & Allen Schifsky
Location:	16559 373rd Street Amador Township Section 30, Township 35, Range 19
PID:	01.00153.55
Property Area:	10.62± 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:	July 31, 2023
Date Application Complete:	August 3, 2023
60-Day Review Period:	October 2, 2023



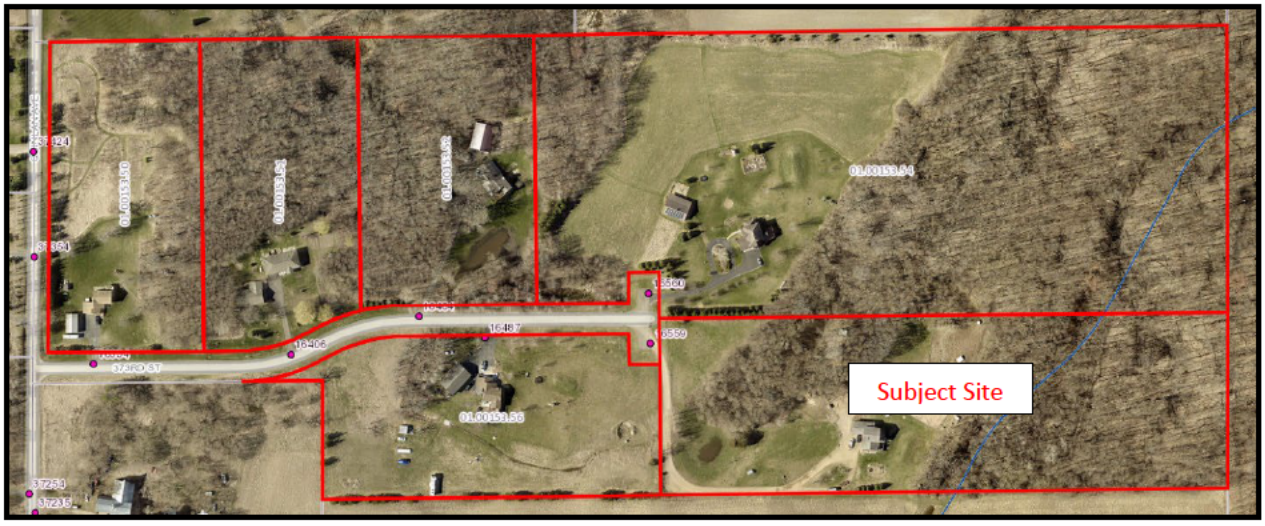
BACKGROUND

Property owners Janine & Allen Schifsky are requesting a CUP for Rural Retail Tourism. Proposed Rural Retail Tourism activities will include, but are not limited to, mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours and photo sessions, with activity taking place both within existing structures as well as outdoors on 10.62± acres in the AG District. The business will be known as Wild Country Acres, LLC and the subject site is located at 16559 373rd Street in Amador Township.

SITE ANALYSIS

The subject site was platted as Lot 6, Block 1, Whitetail Hills in 2001. The Whitetail Hills subdivision is located north of St. Croix Trail / TH 95, east of Quinlan Avenue and surrounding 373rd Street. The subject site is located south, east of the 373rd Street hammerhead. The subject site and all surrounding properties are located within the AG District.

The site is currently developed with a dwelling and, based on building permit records, a 30' x 60' (1,800 sf) pole building, as well as other detached accessory structures. Topography of the site includes elevations of 969' at the southeast corner and 965' at the northwest corner with elevations gently sloping down toward the center of the site, as well as areas of heavy forestation throughout but primarily on the eastern half. Surrounding properties vary widely in size from 5 acres to 140 acres. All neighboring properties within the Whitetail Hills subdivision – ranging in size from 5 acres to 20.6 acres – have been developed for residential purposes, whereas neighboring properties outside of the Whitetail Hills subdivision have a strong agricultural focus. The image below shows the Whitetail Hills subdivision with the subject site located in the southeast corner. The closest dwellings are located on properties immediately north and west, with the dwelling to the north being approximately 140' from the shared property boundary and the dwelling to the west being approximately 340' from the shared property boundary. Properties to the south and east are used for agricultural purposes and have not been developed with dwellings or other structures.



PROPOSAL ANALYSIS

The property owners' written narrative details a wide range of proposed Rural Retail Tourism activities, including mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, and photo sessions. This is not an exhaustive list; please refer to the

attached written narrative for a full description of products and services. Rural Retail Tourism activity is proposed to take place both within existing structures and outdoors.

The written narrative offers the following information:

- Hours of Operation – The property owners intend to operate the facility year-round with an anticipated three to seven events scheduled each month. The event schedule will vary depending on demand and personal schedules. The facility will be open Monday – Friday 9:00 am – 7:00 pm, Saturday 9:00 am – 5:00 pm, and Sunday 12:00 – 3:00 pm. Events could be as short as one to two hours or as long as eight hours or longer, depending on subject matter and event type / focus.
- Anticipated Number of Visitors – The property owners are anticipating 1-80 people in attendance for each event. At least one of the business owners or staff members will be present during business hours. The highest occupancy is predicted to be during periods of warm weather.
- Sanitary Facilities – The property owners intend to use two existing bathrooms within the dwelling, with the possible addition of a third bathroom within the dwelling, for Rural Retail Tourism purposes. *More information on this topic can be found in the REVIEW PROCESS section and recommended conditions of approval.*
- Parking – Parking will be available on the driveway with overflow parking in the front pasture (refer to attached site plan). The written narrative explains that most visitors will be dropped off or arrive in groups being that events are family focused. The property owners estimate that there are approximately 16 - 9' x 18' parking spaces available, including three spaces in front of the dwelling and attached garage, six spaces near the front yard driveway border, three spaces on the north side of the turn-around, and four spaces on the east side of the turn-around. And, as previously mentioned, there will be overflow parking in the front pasture.
- Lighting – Both the dwelling and the pole building have exterior lighting at their entrances.
- Sound – The property owners are proposing mandatory quiet hours from 9:00 pm to 7:00 am. While the property owners have stated that sound amplification will be rare, they suggest that it may be used during business hours from time to time for larger groups.
- Event Locations – Events are proposed both indoors and outdoors. When indoors, events could take place within the living room, kitchen, dining room, or basement. When outdoors, events could take place on the front porch or in the backyard, pole barn, garden, front yard, woods, or pasture.
- Pets / Animals – Aside from service animals, pre-approved special guests and, presumably, pets belonging to the property owners, pets will not be allowed on the property.
- Future Expansion – The property owners do not have any plans to add permanent structures specifically dedicated to Rural Retail Tourism activities.
- Emergencies – The written narrative provides lengthy detail about mitigation actions, preparedness planning and training, response and recovery actions.

The written narrative suggests that there may be staff members in addition to the business owners but there is no specific detail about the number of proposed staff members. Staff has included a recommended condition of approval which limits the number of employees on-site at any given time to two. This condition is not intended to prohibit the business owners / permit holder from having more than two employees but, rather, to limit the number of employees on-site.

REVIEW PROCESS

The Technical Review Committee met with Janine Schifsky on August 9, 2023.

- The Building Official spoke about occupancy ratings for the pole building, explaining that the structure is currently rated for up to 36 people and up to 120 people if a sprinkler system is installed.
- The Sanitarian spoke about possible use of the existing septic system / bathrooms within the dwelling for Rural Retail Tourism activities, explaining that it may be possible if the property owners installed an event counter for monitoring and utilized at least one porta potty. Ultimately, the Sanitarian recommended that the existing septic system / bathrooms within the dwelling not be allowed for Rural Retail Tourism activities and that the property owners instead utilize porta potties. There is no requirement on the exact number of porta potties.

The Amador Town Board reviewed the proposed CUP at its August 15, 2023 meeting and recommended approval. The notations on the township form are not entirely clear ("Parking, access for emergency vehicles, less number of occupants on site"), but staff interprets them to mean that the CUP is recommended for approval with the conditions that sufficient on-site parking is provided for customers / visitors and sufficient access is provided for emergency vehicles. Based on the Town Board's notations, staff has included recommended conditions of approval consistent with past approvals.

The application was submitted on July 31, 2023 and deemed complete on August 3, 2023. The State mandated 60-day review period expires on October 2, 2023.

RURAL RETAIL TOURISM STANDARDS

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

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

B. Standards.
   Rural Retail Tourism Businesses shall meet the following standards:
   1. Rural Retail Tourism businesses shall be located within the AG or RVC Zoning Districts;
   2. Rural Retail Tourism businesses shall require a Conditional Use Permit in accordance with Section 8.04 of this Ordinance;
   3. Rural Retail Tourism businesses shall be shown to have a unique and demonstrable relationship with Chisago County or its region, and its history, culture, traditions, arts, crafts, lore, natural

resources, or other features and amenities, in accordance with the above stated purposes.

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

D. The terms "small-scale" and "low-impact" shall be construed to refer to land uses which:
1. Do not create an excessive demand upon existing services or amenities;
2. Are screened or able to be screened adequately, or are sufficiently separated from adjacent development or land, to prevent undue negative impact to nearby properties;
3. Will not have an appearance that is inconsistent or incompatible with the surrounding area;
4. Will not cause traffic hazard or undue congestion;
5. Will not negatively impact the neighborhood by intrusion of noise, glare, odor, or other adverse effects.

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

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

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

FINDINGS OF FACT

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

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

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

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*

- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The proposed use will utilize self-contained sanitary facilities, private utilities, and off-street parking for visitors, and access to the subject site will be gained from well-established Township Roads (Quinlan Avenue and 373rd Street). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*

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

Finding #3 *While the subject site is located within a residential subdivision, the subject site is more than 10 acres in size and is heavily forested. In fact, aerial imagery shows that there is heavy forestation between all areas and structures proposed for Rural Retail Tourism activities and neighboring structures to the north and west; properties to the south and east are used for agricultural purposes and have not been developed with dwellings. Further, the two neighboring dwellings to the north and west are situated approximately 140' and 340' respectively from the shared property boundaries. Therefore, the County finds that the proposed use is sufficiently separated by natural vegetative screening and distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The existing structures are well-maintained and the County has no evidence to suggest that they have an appearance which would cause adverse effects upon adjacent properties. Further, all indoor and outdoor activities will be well screened by heavy forestation and distance. Therefore, the County finds that the appearance of the proposed use will not have an adverse impact on adjacent properties.*

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

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located adjacent to a Township Road system (Quinlan Avenue and 373rd Street) within a relatively small residential subdivision featuring a total of six private properties, including the subject site. The application materials describe events with as little as one visitor and as many as 80 visitors, with larger groups carpooling as the events will be family focused. The Amador Town Board – being the Road Authority – did identify the recommended need for sufficient on-site parking and sufficient access for emergency vehicles but did not identify any concerns specifically relating to traffic hazards or congestion. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The County finds no evidence to suggest that the proposed use will cause any glare or general unsightliness which would impact nearby properties; however, based on the anticipated number of visitors being as many as 80 and the proposed occasional use of amplified sound, the County finds that noise may be a potential adverse impact to nearby properties. However, the County further finds that the buffer of existing heavy forestation and distance and the proposed implementation of mandatory daily quiet hours of 9:00 pm to 7:00 am will sufficiently mitigate any potential adverse impacts of noise.*

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities may not occur earlier or later than the listed hours of operation.
   Monday – Friday – 9:00 am to 7:00 pm
   Saturday – 9:00 am to 5:00 pm
   Sunday – 12:00 pm to 3:00 pm
5. The permit holder shall implement mandatory daily quiet hours of 9:00 pm to 7:00 am.
6. The maximum number of customers / visitors at any given time shall be no more than 80.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is two (2). This condition is not intended to prohibit the permit holder from having more than two (2) employees but, rather, to limit the number of employees on-site.
8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held

responsible for emergency vehicle repairs pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.

14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit 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. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0902, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 16559 373rd Street in Amador Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
   a. Application
   b. Combined written narrative and site plan
2. Aerial location map (1) – subject property
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2023-0902

CC: Janine & Allen Schifsky, property owners
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-1308

Township Amador **S/T/R** 30-35-19 **PID#** 01.00153.55

Project Address 16559 373rd Street TAYLORS FALLS, MN 55084

Property Owner(s) Janine Schifsky, Allen Schifsky

Mailing Address (If Different from Project Address) _____

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

Applicant(s) Janine Schifsky

Mailing Address (If Different from Project Address) _____

Phone# _____ **Email** _____

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) see attached

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

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

Applicant Signature — 7-31-2023 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	$ 525.—	Application Received	7-31-23
Recording Fee	$ 46.—	Application Complete	8-3-23
Plat Fee – No Road(s) / With Road(s)	$ —.—	60 / 120 Day Review Period	10-2-23
Septic Compliance Fee	$ 200.—	Extended Review Period	
Wetland Fee	$ —.—		
TOTAL FEE	$ 771.—		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Amador **S/T/R** 30-35-19 **PID#** 01.00153.55

Project Address 11559 373rd Street

Property Owner(s) Janine Schifsky, Allen Schifsky

Mailing Address (If Different from Project Address) _____

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

Applicant(s) Janine Schifsky

Mailing Address (If Different from Project Address) _____

Phone# _____ **Email** _____

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) see attached

Applicant Signature — Date of Application: 7-31-2023

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 SEPT 7, 2023 **Date of Township Presentation** AUG 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 LESS PARKING, ACCESS FOR EMERGENCY VEHICLES, NUMBER OF OCCUPANTS ON SITE

Signatures of Township Officials or Authorized Personnel

Greg Fisk

WILD COUNTRY ACRES

Detailed Written Narrative - Conditional Use Permit Application

16559 373rd Street
Amador Township, MN 55084

Dear Commissioners, Council and Community,

Thank you for considering my request for a conditional use approval of approximately 11 acres at 16559 373rd Street, for Rural Retail Tourism. The intended use for the approval is for Wild Country Acres LLC, an educational farm.

Wild Country Acres LLC is an educational farm that focuses on providing mentoring/tutoring, information and consulting services that are delivered by a multitude of methods and platforms including in-person and digitally.

Wild Country Acres LLC's ideal customers are families with children that desire and have passion for education, general life skills, gardening, raising animals, growing and preserving food or maybe just the raw desire to live a simple life. We predict to have between 3-7 Events per month with between 1-80 people in attendance.

Wild Country Acres LLC desires to fill a gap in the local community – resources, encouragement, and accessibility to any family/individual who wishes to be more involved in their child's(rens) home education **and or** learn about valuable skills that involve a family farm/homestead. Our desire is not only to focus on home educated families but to the community as a whole, we want to remove the "us vs them" mentality and come together to further our education, curiosity, passions and future. We believe that an educational farm should be about community, from the community for the community.

Products and Services

Wild Country Acres LLC flagship services are events focused on homesteading and mentoring/tutoring sessions in an "in-home" environment, We also utilize virtual access via vlog/blog/website and various social media platforms.

Products and services include/will include:

- **Supplemental in-home mentoring/tutoring sessions** based on Charlotte Mason Principles. Our desire and passion is to provide "Living Education". Living education is the opposite of standard textbook style classic education. These sessions are designed to be guided by mentors that are passionate about what they teach and who they teach, they

provide a personal and passionate learning environment to produce curiosity for real life skills and plant the seeds for the students real life application. Age brackets and types of sessions could include:

- Middle School, High School & Young Adults Events (Week day sessions focusing on the homeschool communities & needs):
  - Life, Home & Trade Sciences
  - Professional & Career Skills
  - Litterature/World View/Government
  - Agricultural Skills
  - Other Subjects as requested
  - Social Events - Game Nights/ Track & Field Day, etc.
- Pre-school & Elementary Aged Children Events (Week day sessions focusing on the home schooled communities & needs):
  - Fine Arts
  - Music & Dance
  - Crafts
  - Literacy
  - Performing
  - Sciences
  - Nature, Animal and Agricultural Studies

- **Family style Homesteading Skills Experiences** - Types of events could include:
  - Demonstrations and events are focused on homesteading/agricultural skills and passions you will find primarily revolve around food, how we grow, maintain, harvest and cook with the food we grow on the farm. Examples are:
    - Raising Meat/Dairy Livestock
    - Butchering Family Livestock and Wild Game
    - Gardening
    - Canning & Preserving
    - Baking/Cooking

    - Raising Bees
- The sale of cottage law classified products (Current Permit # 20247051)
    - Goat's milk and bi-product; soap, lotions, cheese, yogurt
    - Locally and naturally flavored simple syrups including maple syrup
    - Home canned sauces, jams and jellies
    - Home canned pickles
    - Herbs, teas and tinctures
    - Fresh produce
    - Home baked products such as breads, rolls, cookies, biscuits, etc.
    - Honey
- Pasture raised chicken
- Pasture raised beef
- Pasture raised pork
- Cage Free Pasture raised eggs
- Hatched Chicks & Chickens
- Goats
- Rabbits
- Feeder-pigs
- Location for tours/Photo Sessions
    - Garden
    - Wooded Area
    - General Farm Areas & Pastures/fencing
- Homesteading Consulting and Coaching Services
- Family Art Prints

- Homemade Bath Products
- Eggs for hatching
- Pet Treats

Logistics

Hours of Operation:

Year Round: January - December - Event Schedule will vary depending on demand and personal schedule. As stated above we predict to have between 3-7 Events per month with between 1-80 people in attendance.

- Monday: Open 9am-7pm
- Tuesday: Open 9am-7pm
- Wednesday: Open 9am-7pm
- Thursday: Open 9am-7pm
- Friday: Open 9am-7pm
- Saturday: Open 9am-5pm
- Sunday: Open 12pm-3pm

Number of Visitors:

- Wild Country Acres LLC maximum occupancy is typically between 1-80 people. One owner of Wild Country Acres LLC or staff member will be on the property during business hours. Additionally independent contractors may be on the property during business hours. Capacity has been estimated by 5 per 100 sq feet. Currently the total is ~85 people at maximum capacity but does NOT include any outdoor space in the yard, woods, pasture, driveway barn or garden.

Frequency of Visitors:

- Wild Country Acres LLC will be open all however the highest occupancy is predicted to be during warmer weather time periods. Our hours of operation are as follows, however as stated above we predict to have between 3-7 Events per month with between 1-80 people in attendance. Events can be as short as 1-2 hours or as long as 8+ hours depending on subject matter and event type/focus.

Sanitation:

- There are 2 bathrooms available on the property (3 in total - one to remain private), as well as an additional hand washing station at the kitchen sink, which brings our sanitation capacity to 100. An additional bathroom can be updated/added in the basement in the future to bring the total available bathrooms to 3 (sanitation capacity to 150), and handwashing stations to 4.

Accessibility:

- If needed Wild Country Acres LLC will ensure a wheelchair accessible parking and entrance to the home (via a ramp) is available, we also have available sanitation options on the main level of the home for those finding using stairs not an option.

Parking:

- Parking will be available on our driveway as well as temporary overflow parking in the front pasture. Most of our visitors will be dropped off or come in groups as events are very family focused. There are roughly 16 9' x 18' parking spaces available, not including overflow parking in the pasture. There are 3 parking spaces in front of the home and garage, 6 spaces near the front yard driveway border, 3 on the north side of the turn around, 4 on the east side of the turn around.

Lighting:

- Sufficient outdoor lighting is located at each exit of both the house structure as well as the barn entrances.

Meals:

- For Supplemental in-home mentoring/tutoring sessions - meals are not provided. Each person is required to bring their own lunch, snack and water bottle. Some snacks and event demonstrations will include food.

Sound:

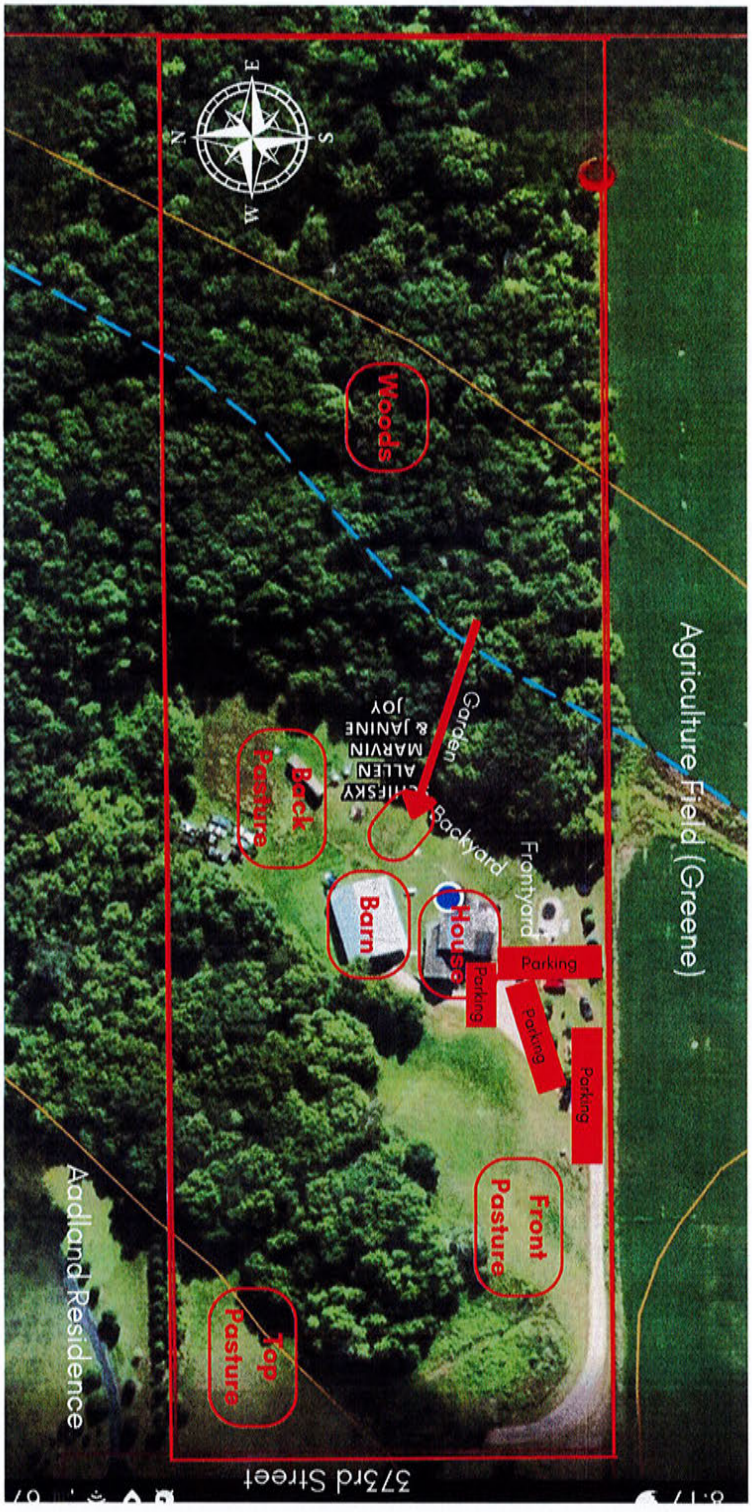
- If events non-typically run past closing hours for special occasions, quiet hours are mandatory outdoors from 9pm to 7am each day. Amplification using a microphone during non-quite hours will not be a common practice but may be necessary from time to time for larger groups.

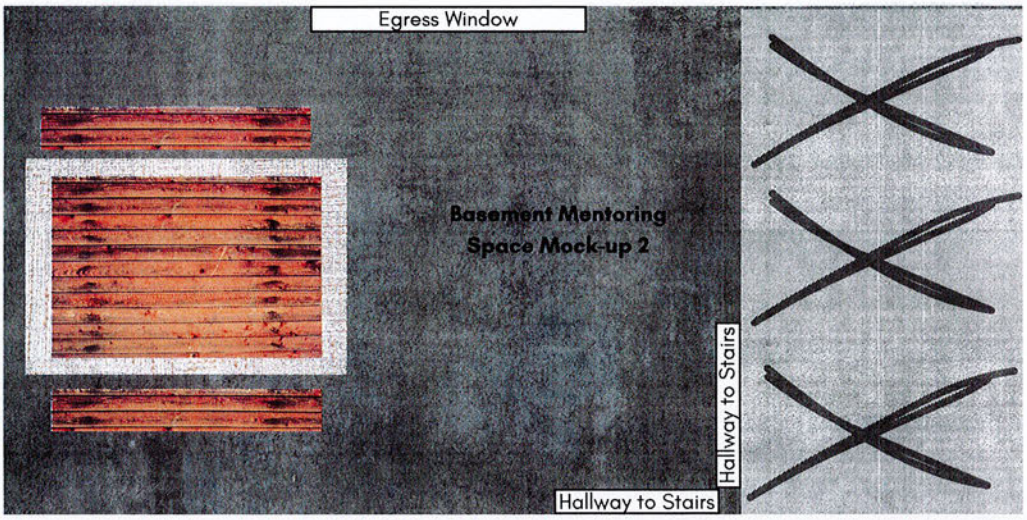
Event Location:

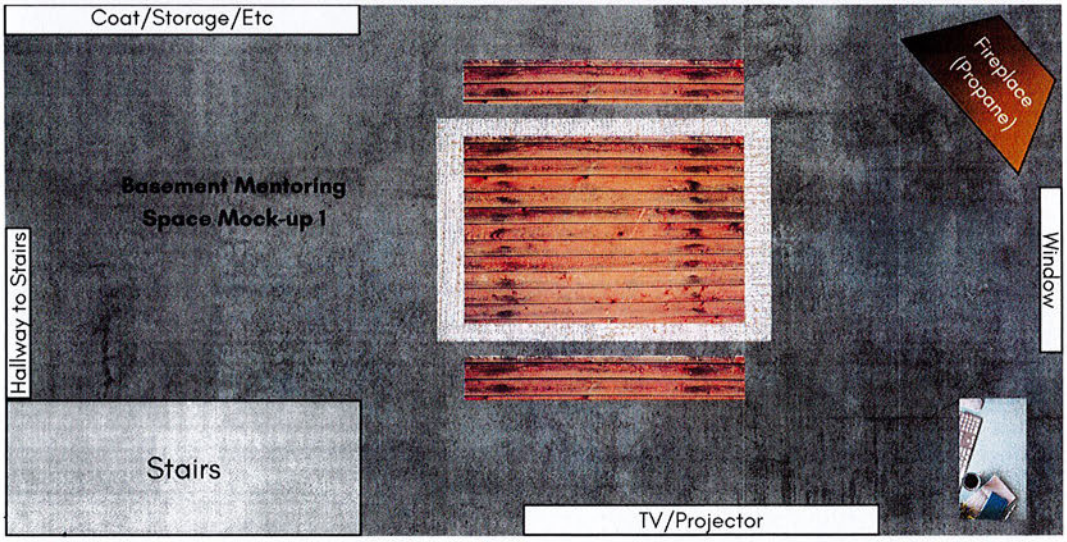
- Event location can vary depending on subject matter and season, possible locations are:
  - Outdoors:
    - Front Porch
    - Backyard
    - Pole Barn
    - Garden
    - Frontyard
    - Woods
    - Pasture
  - Inside House:
    - Living Room
    - Kitchen
    - Dining Room
    - Basement

WILD COUNTRY ACRES

Site Plans:







Pets:

- Pets will not be allowed on the property, barring service animals or pre-approved special guests.

Future Expansion:

- At this time we have no intention of adding permanent business structures to the 11 acres.

Emergencies:

As stated on the Chisago County Emergency management website emergency management encompasses 4 phases:

- Mitigation - actions taken to prevent disasters and emergencies or lessen effects of unavoidable disasters and emergencies.
    - Children 5 years old and younger must have a parent or guardian accompanying them at all times
    - Any Child under the age of 18 will be under adult supervision at all times
    - Safety signs have been posted for all unrestricted Areas
    - Common and Confident First Knowledge to at least one adult on the premise
    - Event cancellations due to weather will follow Chisago Lakes School District/North Branch School District school cancellations or recommendations from local weather stations.
    - Posted and or verbally communicated Onsite rules
    - Posted Sign for 604A.40 AGRITOURISM; IMMUNITY FROM LIABILITY
    - Commitment & Liability Agreement for all Supplemental in-home mentoring/tutoring sessions
    - Open Door Policy
    - Background checks are completed on each staff or independent contractor (source TBD)
- Preparedness - planning and training for potential disasters and emergencies.
    - Emergency weather shelter location and map
    - Health and Safety Protocols communicated and or posted in common areas
    - General First Aid Kit on premise
    - Requested Allergy and Medical notification in writing to Wild Country Acres staff or contractor for each child not being accompanied by their parent/guardian.
    - General cleanliness and upkeep of the Wild Country Acres Property to ensure a safe and healthy environment
    - Insurance coverage will be finalized upon approval for General Liability, Personal Liability as well as an Umbrella policy for our residence. We assure coverage for the proposed.
- Response & Recover - includes all those actions taken to lessen the impact of an actual emergency.
    - Missing Child, Emergency-Response, Quick Reference Guide for Families Posted in Common Area, actions taken to return communities and their citizenry to their pre-disaster state.

- General knowledge of the use of dialing 911 from any cell phone
- Local First Responders and Fire Department is 1.5 miles from 16559 373rd street
- General First Aid Kit Available on premise
- Fire Extinguishers are located within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the jobsite.

Thank you for your consideration.

Regards,

Janine Schifsky

Janine & Allen Schifsky – Property owners Janine & Allen Schifsky are requesting a Conditional Use Permit (CUP) for Rural Retail Tourism in the Agricultural (AG) District. Proposed Rural Retail Tourism activities will include, but may not be limited to, mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours and photo sessions, with activity taking place both within existing structures as well as outdoors. The 10.62± acre subject site is located at 16559 373rd Street in Amador Township, S30, T35, R19 (PID 01.00153.55).

Schifsky Property -



Janine & Allen Schifsky – Property owners Janine & Allen Schifsky are requesting a Conditional Use Permit (CUP) for Rural Retail Tourism in the Agricultural (AG) District. Proposed Rural Retail Tourism activities will include, but may not be limited to, mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours and photo sessions, with activity taking place both within existing structures as well as outdoors. The 10.62± acre subject site is located at 16559 373rd Street in Amador Township, S30, T35, R19 (PID 01.00153.55).

Schifsky Property -



RESOLUTION NO. PC2023-0902

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 16559 373RD STREET IN AMADOR TOWNSHIP

WHEREAS, property owners Janine Schifsky & Allen Schifsky submitted an application dated received July 31, 2023 and considered complete on August 3, 2023 for a Conditional Use Permit allowing a Rural Retail Tourism on property located at 16559 373rd Street in Amador Township; and

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

WHEREAS, the subject site is 10.62± acres in size and legally described as:

PID 01.00153.55
Lot 6, Block 1, Whitetail Hills, Chisago County, Minnesota

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s) and/or applicant(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and Conditional Use Permit Amendments and made the following findings per Zoning Ordinance Section 8.04:

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

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

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

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

Finding #2 *The proposed use will utilize self-contained sanitary facilities, private utilities, and off-street parking for visitors, and access to the subject site will be gained from well-established Township Roads (Quinlan Avenue and 373rd Street). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the*

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

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

Finding #3 *While the subject site is located within a residential subdivision, the subject site is more than 10 acres in size and is heavily forested. In fact, aerial imagery shows that there is heavy forestation between all areas and structures proposed for Rural Retail Tourism activities and neighboring structures to the north and west; properties to the south and east are used for agricultural purposes and have not been developed with dwellings. Further, the two neighboring dwellings to the north and west are situated approximately 140' and 340' respectively from the shared property boundaries. Therefore, the County finds that the proposed use is sufficiently separated by natural vegetative screening and distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The existing structures are well-maintained and the County has no evidence to suggest that they have an appearance which would cause adverse effects upon adjacent properties. Further, all indoor and outdoor activities will be well screened by heavy forestation and distance. Therefore, the County finds that the appearance of the proposed use will not have an adverse impact on adjacent properties.*

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

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located adjacent to a Township Road system (Quinlan Avenue and 373rd Street) within a relatively small residential subdivision featuring a total of six private properties, including the subject site. The application materials describe events with as little as one visitor and as many as 80 visitors, with larger groups carpooling as the events will be family focused. The Amador Town Board – being the Road Authority – did identify the recommended need for sufficient on-site parking and sufficient access for emergency vehicles but did not identify any concerns specifically relating to traffic hazards or congestion. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The County finds no evidence to suggest that the proposed use will cause any glare or general unsightliness which would impact nearby properties; however, based on the anticipated number of visitors being as many as 80 and the proposed occasional use of amplified sound, the County finds that noise may be a potential adverse impact to nearby properties. However, the County further finds that the buffer of existing heavy forestation and distance and the proposed implementation of mandatory daily quiet hours of 9:00 pm to 7:00 am will sufficiently mitigate any potential adverse impacts of noise.*

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

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities may not occur earlier or later than the listed hours of operation.
   Monday – Friday – 9:00 am to 7:00 pm
   Saturday – 9:00 am to 5:00 pm
   Sunday – 12:00 pm to 3:00 pm
5. The permit holder shall implement mandatory daily quiet hours of 9:00 pm to 7:00 am.

6. The maximum number of customers / visitors at any given time shall be no more than 80.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is two (2). This condition is not intended to prohibit the permit holder from having more than two (2) employees but, rather, to limit the number of employees on-site.
8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held responsible for emergency vehicle repairs pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.
14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of September, 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: September 20, 2023	***Item Number:*** **10**
Title of Item for Consideration: Sunrise Prairie Regional Trail - Segment G Construction Project No. 13-SPT-23 Partial Payment to Knife River	
Action Requested by: Kurt Schneider, Director Environmental Services	***Department:*** Environmental Services/Parks

Previous Action on this Matter: An extension of the Sunrise Prairie Regional Trail from North Branch to the City of Harris is under construction. On February 7, 2023, the County received and tabulated nine (9) competitive construction bids for the Segment G Construction Project No. 13-SPT-23. The lowest responsible bid received was from Knife River at $1,221,929.03. The project was awarded to Knife River on February 15, 2023.

Background: Construction of segment G of Sunrise Prairie Regional Trail from the current termination of at 410th Street in North Branch to the City of Harris intersection at County Road 10 is progressing in a successful manner. Project scheduled completion date is September 15, 2023. Staff requests authorization and approval to process and pay (contractor invoice/pay voucher #2 to Knife River) as attached.

***Attachments*:**

- Knife River Pay Voucher 2-9/7/2023

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve payment of Knife River invoice/pay voucher request # 2. The following motion is suggested:

"Move to approve payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #2 order request from Knife River."

Implications of Action: Immediate project construction payment will be issued.

Budget/Financial Implications*:* The Segment G project construction costs are funded thru the State Legacy grant award and local match funds that are dedicated to this project. Additional funding from the Chisago County Fund Balance in the amount of $13,299.42 was necessary and included the February 2023 project award. On September 6, 2023, the County Board of Commissioners approved an additional funding amount of up to $70,000 towards this project.

Legal/Policy Implications: This partial payment construction services payment is in accordance with the established development contract.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Sunrise Prairie Regional Trail **Pay Voucher 2**

Client: Chisago County 313 No Main St RM 400 Center City, MN 55012-9663	**Contractor:** Knife River Corporation - North Central 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379

WSB Project No.: 019856-000
Client Project No.: 13-SPT-23
State Project No.:
Federal Project No.:

Contract Amount		**Funds Encumbered**	
Original Contract	$1,221,929.03	Original	$1,221,929.03
Contract Changes	$0.00	Additional	N/A
Revised Contract	$1,221,929.03	Total	$1,221,929.03

Work Certified To Date	
Base Bid Items	$733,987.63
Contract Changes	$0.00
Material On Hand	$0.00
Total	$733,987.63

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
$400,018.09	$733,987.63	$36,699.38	$317,271.06	$380,017.19	$697,288.25
		Percent Retained: 5%			Percent Complete: 60.07%

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Signature

9/7/2023

Date

Approved By Knife River Corporation - North Central

Signature

9/7/23

Date

Approved By Chisago County

Signature

Date

Payment Summary				
No.	**Up Through Date**	**Work Certified Per Voucher**	**Amount Retained Per Voucher**	**Amount Paid Per Voucher**
1	06/20/23	$333,969.54	$16,698.48	$317,271.06
2	09/07/23	$400,018.09	$20,000.90	$380,017.19

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
County	$733,987.63	$36,699.38	$317,271.06	$380,017.19	$697,288.25

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	County	$380,017.19	$1,221,929.03	$1,221,929.03	$697,288.25

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	$53,000.00	1	0.25	$13,250.00	0.75	$39,750.00
2	2101.502	CLEARING	EACH	$190.00	38	0	$0.00	38	$7,220.00
3	2101.502	GRUBBING	EACH	$125.00	38	0	$0.00	38	$4,750.00
4	2101.505	CLEARING	ACRE	$2,912.16	3.7	0	$0.00	3.7	$10,774.99
5	2101.505	GRUBBING	ACRE	$2,912.16	3.7	0	$0.00	3.7	$10,774.99
6	2104.502	REMOVE PIPE APRON	EACH	$100.00	20	9	$900.00	14	$1,400.00
7	2104.502	REMOVE SIGN	EACH	$25.00	3	0	$0.00	0	$0.00
8	2104.502	SALVAGE BOULDER	EACH	$35.00	39	0	$0.00	0	$0.00
9	2104.502	SALVAGE SIGN	EACH	$25.00	12	0	$0.00	0	$0.00
10	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$25.00	1	0	$0.00	0	$0.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$6.00	1482	1462	$8,772.00	1462	$8,772.00
12	2104.503	REMOVE METAL CULVERT	L F	$10.00	596	170	$1,700.00	310	$3,100.00
13	2104.503	REMOVE CURB & GUTTER	L F	$6.00	111	30	$180.00	30	$180.00
14	2104.503	SALVAGE FENCE	L F	$5.00	371	0	$0.00	0	$0.00
15	2104.504	REMOVE CONCRETE PAVEMENT	S Y	$5.00	101	134.4	$672.00	134.4	$672.00
16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$3.50	749	643.8	$2,253.30	643.8	$2,253.30
17	2104.518	REMOVE CONCRETE WALK	S F	$2.00	333	0	$0.00	0	$0.00
18	2106.507	EXCAVATION - COMMON (P)	C Y	$4.50	8441	2785	$12,532.50	5570	$25,065.00

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
19	2106.507	EXCAVATION - MUCK (P)	C Y	$9.00	2891	0	$0.00	0	$0.00
20	2106.507	EXCAVATION - SUBGRADE (P)	C Y	$6.00	272	90	$540.00	180	$1,080.00
21	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$8.50	3170	1046	$8,891.00	2092	$17,782.00
22	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$8.00	17508	5777	$46,216.00	11554	$92,432.00
23	2112.604	SUBGRADE PREPARATION (P)	S Y	$0.80	19352	6386	$5,108.80	12772	$10,217.60
24	2118.507	AGGREGATE SURFACING (CV) CLASS 2	C Y	$35.00	10	0	$0.00	0	$0.00
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	100	0	$0.00	0	$0.00
26	2123.610	1.5 CU YD BACKHOE	HOUR	$140.00	40	0	$0.00	0	$0.00
27	2130.523	WATER	MGAL	$14.69	100	0	$0.00	0	$0.00
28	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$40.00	3384	1116	$44,640.00	2232	$89,280.00
29	2231.509	BITUMINOUS PATCHING MIXTURE	TON	$120.00	98	25.76	$3,091.20	25.76	$3,091.20
30	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	$8.50	375	0	$0.00	0	$0.00
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	$96.00	2887	1225.04	$117,603.84	2251.59	$216,152.64
32	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$115.00	496	114.56	$13,174.40	114.56	$13,174.40
33	2501.502	12" GS PIPE APRON	EACH	$200.00	2	4	$800.00	8	$1,600.00
34	2501.502	18" GS PIPE APRON	EACH	$255.00	4	2	$510.00	4	$1,020.00
35	2501.502	12" RC PIPE APRON	EACH	$850.00	2	2	$1,700.00	2	$1,700.00
36	2501.502	15" RC PIPE APRON	EACH	$910.00	12	10	$9,100.00	12	$10,920.00
37	2501.502	18" RC PIPE APRON	EACH	$980.00	2	2	$1,960.00	2	$1,960.00
38	2501.502	24" RC PIPE APRON	EACH	$1,210.00	5	3	$3,630.00	4	$4,840.00
39	2501.503	12" CS PIPE CULVERT	L F	$30.00	123	160	$4,800.00	268	$8,040.00
40	2501.503	18" CS PIPE CULVERT	L F	$36.00	298	0	$0.00	290	$10,440.00
41	2501.503	12" RC PIPE CULVERT CLASS V	L F	$48.00	83	84	$4,032.00	84	$4,032.00
42	2501.503	15" RC PIPE CULVERT	L F	$54.00	413	378	$20,412.00	426	$23,004.00
43	2501.503	18" RC PIPE CULVERT	L F	$64.00	154	120	$7,680.00	120	$7,680.00

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
44	2501.503	24" RC PIPE CULVERT	L F	$80.00	62	52	$4,160.00	65	$5,200.00
45	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	$54.00	39	40	$2,160.00	40	$2,160.00
46	2503.602	CONNECT TO INPLACE CULVERT	EACH	$250.00	6	4	$1,000.00	4	$1,000.00
47	2506.502	CASTING ASSEMBLY	EACH	$850.00	2	0	$0.00	0	$0.00
48	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	L F	$750.00	3.5	3.5	$2,625.00	3.5	$2,625.00
49	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$750.00	4.2	4.2	$3,150.00	4.2	$3,150.00
50	2506.602	ADJUST FRAME & RING CASTING	EACH	$200.00	1	0	$0.00	0	$0.00
51	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	$5.00	51	0	$0.00	0	$0.00
52	2511.507	RANDOM RIPRAP CLASS III	C Y	$120.00	8	0	$0.00	0	$0.00
53	2511.602	PLACE BOULDER	EACH	$50.00	39	0	$0.00	0	$0.00
54	2521.518	6" CONCRETE WALK	S F	$14.80	3639	1726	$25,544.80	1726	$25,544.80
55	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	$23.25	1006	557	$12,950.25	557	$12,950.25
56	2531.603	CONCRETE SILL	L F	$10.50	1094	372	$3,906.00	372	$3,906.00
57	2531.618	TRUNCATED DOMES	S F	$50.00	147	38	$1,900.00	38	$1,900.00
58	2554.502	GUIDE POST TYPE B	EACH	$95.00	27	0	$0.00	0	$0.00
59	2557.503	WIRE FENCE DESIGN 42V-9322	L F	$32.00	1257	0	$0.00	0	$0.00
60	2557.603	INSTALL FENCE	L F	$11.00	371	0	$0.00	0	$0.00
61	2563.601	TRAFFIC CONTROL	LS	$22,000.00	1	0	$0.00	0.75	$16,500.00
62	2564.502	INSTALL SIGN	EACH	$350.00	12	0	$0.00	0	$0.00
63	2564.602	RELOCATE SIGN	EACH	$500.00	1	0	$0.00	0	$0.00
64	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$250.00	1	0	$0.00	0	$0.00
65	2564.602	DELINEATOR / MARKER	EACH	$75.00	4	0	$0.00	0	$0.00
66	2564.602	DELINEATOR / MARKER PANEL	EACH	$75.00	1	0	$0.00	0	$0.00
67	2564.618	SIGN	S F	$103.50	104	0	$0.00	0	$0.00
68	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	$18,250.00	1	0	$0.00	0	$0.00

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
69	2572.503	CLEAN ROOT CUTTING	L F	$0.50	5000	0	$0.00	0	$0.00
70	2572.601	TREE PRUNING	LS	$2,500.00	1	0	$0.00	0	$0.00
71	2573.502	STORM DRAIN INLET PROTECTION	EACH	$180.00	5	0	$0.00	0	$0.00
72	2573.502	CULVERT END CONTROLS	EACH	$180.00	10	0	$0.00	0	$0.00
73	2573.503	SILT FENCE, TYPE HI	L F	$4.30	2010	0	$0.00	0	$0.00
74	2573.503	SILT FENCE, TYPE MS	L F	$2.34	2125	0	$0.00	3644	$8,526.96
75	2574.505	SOIL BED PREPARATION	ACRE	$50.00	7.8	4.5	$225.00	4.5	$225.00
76	2574.508	FERTILIZER TYPE 3	LB	$0.99	114	0	$0.00	0	$0.00
77	2574.508	FERTILIZER TYPE 4	LB	$0.99	1010	600	$594.00	600	$594.00
78	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.99	4921	1700	$3,383.00	1700	$3,383.00
79	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	$2.34	4670	0	$0.00	0	$0.00
80	2575.505	SEEDING	ACRE	$78.00	7.8	4.5	$351.00	4.5	$351.00
81	2575.508	SEED MIXTURE 25-131	LB	$10.00	72	0	$0.00	0	$0.00
82	2575.508	SEED MIXTURE 35-221	LB	$28.00	247	140	$3,920.00	140	$3,920.00
83	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$245.00	46	0	$0.00	36.3	$8,893.50
84	2582.503	4" SOLID LINE PAINT	L F	$1.00	632	0	$0.00	0	$0.00
85	2582.518	PAVT MSSG PAINT	S F	$8.00	5	0	$0.00	0	$0.00
86	2582.518	CROSSWALK MULTI COMP GR IN	S F	$9.00	600	0	$0.00	0	$0.00
Bid Totals:							**$400,018.09**		**$733,987.63**

Project Category Totals

Category	Amount This Voucher	Amount To Date
Base Bid	$400,018.09	$733,987.63

Contract Change Item Status

CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **11**
Title of Item for Consideration: Adoption Resolutions - Rum River and Snake River Comprehensive Watershed Management Plans	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP - *"One Watershed One Plan – 1W1P")* and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. This plan incorporates all but a very small 1.8% portion of the county into comprehensive watershed management planning efforts.

Background: Approximately 1.6% of Chisago County is within the boundaries of the Rum River Watershed and .2% of the County is within the boundaries of the Snake River Watershed (maps attached). The balance of the County (98.2%) is encompassed by the LSC CWMP - *"One Watershed One Plan – 1W1P"*as noted above.

On July 9, 2018, and January 14, 2019, the Chisago County Water Plan Policy Team considered guidance from the Minnesota Board of Water and Soil Resources (BWSR) and offered recommendations that Chisago County not actively participate in the respective Rum and Snake River plans. It was noted at that time that a combined 1.8% area of Chisago County land is located within the subject watersheds. These small land area remains incorporated within the "old" Chisago County Local Water Management Plan until its expiration in September of 2023.

In June of 2023, staff from BWSR recommended that Chisago County adopt both the Rum and Snake River Comprehensive Watershed Management Plans (CWMP) to administratively ensure that the 1.8% Chisago County land areas located within those watersheds remain covered under a plan. BWSR staff informed that the county is not required to participate in any affiliated joint powers arrangement or join various committees, i.e., be an active partner, but is required to adopt both the Rum and Snake River CWMPs. This was a change in previous guidance and direction from BWSR.

At their meeting on July 10, 2023, the County Water Plan Policy Team considered the adjusted recommendation(s) of BWSR and offered a motion recommending that Chisago County approve resolutions to adopt both the Rum and Snake River Comprehensive Watershed Management Plans. In addition, on May 9, 2023, the Chisago County Soil and Water Conservation District Board of Supervisors adopted both the Rum and Snake River Comprehensive Watershed Management Plans.

***Attachment(s)*:**

- Rum and Snake River One Watershed, One Plan Boundary Maps
- Resolution No. 23/0920-XX, to Adopt the Rum River Comprehensive Watershed Management Plan
- Resolution No. 23/0920-XX, to Adopt the Snake River Comprehensive Watershed Management Plans

Action Requested/Recommended: The County Board is respectfully requested to adopt the Rum and Snake River Comprehensive Watershed Management Plan Resolutions as presented. The following motion is suggested:

"Move to Approve Chisago County Board of Commissioners Resolution No. 23/0920-XX, a Resolution Adopting the 2022-2032 Rum River Comprehensive Watershed Management Plan; and Resolution No.23/0920-XX, a Resolution Adopting the 2023-2033 Snake River Comprehensive Watershed Management Plan."

Implications of Action: Recommended Board action will assist in implementing the 1W1P comprehensive watershed management plan and process for the Rum and Snake River watersheds and ensure that the entire County is encompassed with comprehensive watershed planning.

***Budget/Financial Implications*:** There are no budget implications at this time.

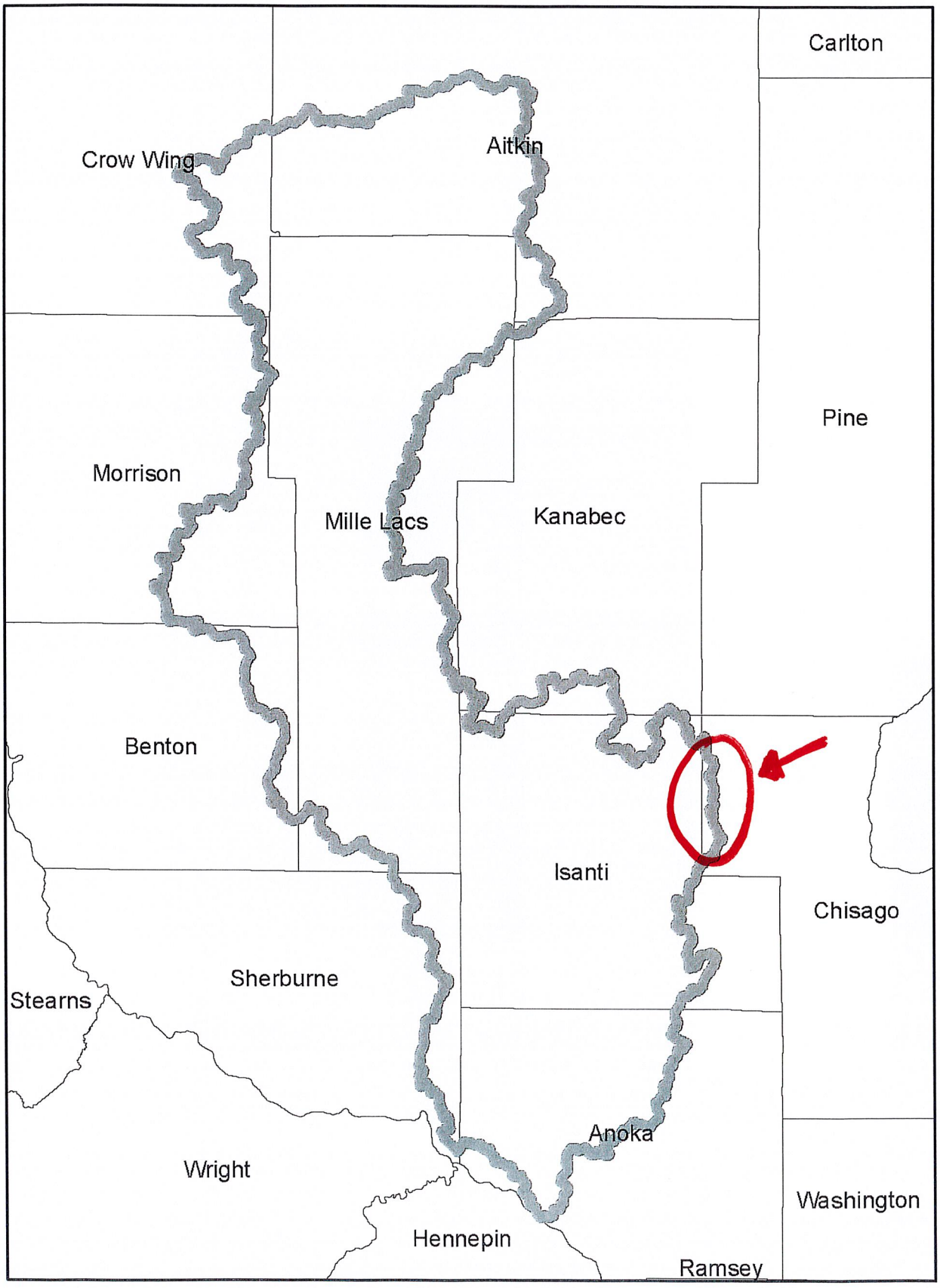
***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney's office has reviewed and prepared the recommended resolutions.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Rum River 1W1P Boundaries



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION No. 23/0920-___
ADOPTING THE 2022-2032 RUM RIVER
COMPREHENSIVE WATERSHED MANAGEMENT PLAN

WHEREAS, the County of Chisago has been notified by the Minnesota Board of Water and Soil Resources (BWSR) that on May 20, 2022 it had approved the 2022-2032 Rum River Comprehensive Watershed Management Plan, in accordance with Minnesota Statute section 103B.101, Subdivision 14; and BWSR Decision #18-14; and

WHEREAS, the 2022-2032 Rum River Comprehensive Watershed Management Plan identifies areas within Chisago County as being within the management area of the Plan

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Commissioners of Chisago County adopts the 2022-2032 River Comprehensive Watershed Management Plan for the area of the Chisago County identified within the Plan.

BE IT FURTHER RESOLVED that the 2022-2032 Rum River Watershed Comprehensive Management Plan replaces the Chisago County Water Plan for the water management of that area of Chisago County identified within the Plan.

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

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

Approved: September 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION No. 23/0920-___
ADOPTING THE 2023-2033 SNAKE RIVER
COMPREHENSIVE WATERSHED MANAGEMENT PLAN

WHEREAS, the County of Chisago has been notified by the Minnesota Board of Water and Soil Resources that on January 25, 2023 it adopted Board Resolution #18-014 to approve the 2023- 2033 Snake River Comprehensive Watershed Management Plan in accordance with Minnesota Statute section 103B.101, Subdivision 14; and

WHEREAS, the 2023-2033 Snake River Comprehensive Watershed Management Plan identifies areas within Chisago County as being within the management area of the Plan

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Commissioners of Chisago County adopts the 2023-2033 Snake River Comprehensive Watershed Management Plan for the area of the Chisago County identified within the Plan.

BE IT FURTHER RESOLVED that the 2023-2033 Snake River Watershed Management Plan replaces the Chisago County Water Plan for the water management of that area of Chisago County identified within the 2022-2032 Snake River Watershed Management Plan.

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

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

Approved: September 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **12**
Title of Item for Consideration: JDNH Properties, LLC, property owner, and Nick Hammond, Conditional Use Permit Amendment – Flickabirds Resort Commercial Recreation Area	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The original Conditional Use Permit (CUP) for this property was granted by the Chisago County Board of Commissioners on August 17, 2005 and the approval was filed by the Chisago County Recorder's Office as Document No. A-458888. Four subsequent Amendments to the CUP are noted as being approved on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017.

Background: JDNH Properties, LLC, property owner, and Nick Hammond, applicant, are requesting an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area known as Flickabirds Resort on property located at 50091 Clover Trail in Nessel Township (PID #06.00520.22). The purpose of the amendment is to expand the use by constructing an accessory structure for storage purposes and modifying/expanding the existing 23.46± acre site by .40 acres following a recent land acquisition.

At their meeting of September 7, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of the Conditional Use Permit Amendment with conditions, per Resolution No. PC2023-0901. 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 October 2, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the CUP amendment, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form.
- Consider and Approve the CUP amendment, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval).
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).
- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the JDNH Properties, LLC, Conditional Use Permit Amendment request. The following is the suggested language for the motion:

"Move to Approve Resolution No. 23/0920____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the JDNH Properties, LLC, and Nick Hammond Conditional Use Permit Amendment to allow construction of an accessory structure for storage purposes and modification (expansion) of the legally described land area to the existing Commercial Recreation Area Conditional Use Permitted Use known as "Flickabirds Resort" on property located at 50091 Clover Trail in Nessel Township (PID #06.00520.22).

Implications of Action – Recommended Board action grants the requested Conditional Use Permit Amendment request with conditions. *Note that conditions added/affiliated with this amendment request must be germane to the cause/effect of the requested amendment and that other existing/prior conditions remain in place and cannot be modified unless a direct nexus between the amendment as proposed, and the other condition(s) as previously approved exists.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN AMENDMENT TO A CONDITIONAL USE PERMIT ALLOWING A COMMERCIAL RECREATION AREA USE ON PROPERTY LOCATED AT 50091 CLOVER TRAIL IN NESSEL TOWNSHIP

WHEREAS, JDNH Properties, LLC, property owner, and Nick Hammond, applicant, submitted an application dated received July 7, 2023 and considered complete on August 3, 2023 for an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use known as Flickabirds Resort on property located at 50091 Clover Trail in Nessel Township; and

WHEREAS, the original Conditional Use Permit was granted by the Chisago County Board of Commissioners on August 17, 2005 and the approval was filed by the Chisago County Recorder's Office as Document No. A-458888; and

WHEREAS, the Chisago County Board of Commissioners granted four subsequent Amendments to the Conditional Use Permit on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017; and

WHEREAS, the property owner and applicant wish to Amend the Conditional Use Permit in order to expand the use by constructing an accessory structure for storage purposes and modifying the legal description following a recent land acquisition; and

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

WHEREAS, the subject site is legally described as:

PID 06.00520.22
Lot 2, Block 1, Flickabirds, Chisago County, Minnesota. AND That part of Lot 1, Block 1, Flickabirds, Chisago County, Minnesota, described as follows: Beginning at the most northeasterly corner of said Lot 1; thence North 89 degrees 57 minutes 02 seconds West, assumed bearing, and along the North line of said Lot 1, a distance of 125.00 feet; thence South at a right angle a distance of 125.00 feet; thence East at a right angle and to the intersection with a line bearing South 11 degrees 17 minutes 50 seconds East (said line also being the East line of said Lot 1) from the point of beginning; thence North 11 degrees 17 minutes 50 seconds West to the point of beginning and there terminating.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit Amendment with Findings of Fact and conditions per Resolution No. PC2023-0901; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its September 20, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04:

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

Finding #1 *The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage the type of activity which will draw visitors to Chisago County, including different types of outdoor recreation. Among those identified goals and policies are the following:*

Natural Resources Goal: Prime scenic views and historic landscapes will be recognized as an important local amenity and an increasingly desirable local amenity drawing outside revenue from visitors that is vital to the local economy.

Policies:

1. *Identify and protect quality of visitor experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings, and prime areas for flora study and wildlife viewing, and public and private open spaces amenable to low impact outdoors recreation.*

Economic Development Goal: Provide for a range of economic diversity and development opportunities in the County.

Policies:

1. *Promote natural amenities in the County as assets to economic development and business opportunity.*
2. *Promote tourism as an expanding opportunity for employment and tax base.*
3. *Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

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 subject site is a tourist / entertainment destination, drawing visitors to the site for commercial recreation activities such as camping and dining. The proposed use / Amendment – including an accessory structure and modified legal description – will not in itself generate any additional visitors. Therefore, the County finds that the proposed use / Amendment will not generate any increased demand upon existing parks or other public facilities or amenities.*

Factors #3 and #4 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;
The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Findings #3 and #4 *The proposed use is an expansion of an existing outdoor Commercial Recreation Area use through construction of an accessory structure intended for storage purposes and a modification of the legal description. The proposed structure is shown to be located in an area adjacent to two neighboring properties, one being used for residential and commercial purposes and one being used for residential purposes. The site of the proposed structure is heavily wooded as are the adjacent areas on the two neighboring properties. Further, the applicant has provided a rendering and a materials list which show that the proposed structure will have an appearance consistent with pole buildings generally found in the County's Agricultural (AG) District and consistent with pole buildings / structures found on the two neighboring properties. Therefore, the County*

finds that the proposed structure will be adequately screened from adjacent development and will have an appearance which is in keeping with the AG District and surrounding area. The County further finds that the proposed legal description modification will have no impact upon adjacent properties.

Factors #5 and #6 — 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;
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;

Findings #5 and #6 — *The proposed use is in keeping with the overall goals of the County as described in Finding #1. Further, the subject property is zoned Agricultural (AG) District and the Zoning Ordinance specifically allows the existing use with approval of a Conditional Use Permit and the proposed use with approval of a Conditional Use Permit Amendment. The County granted the original Conditional Use Permit in 2005 and the County has granted four subsequent Amendments since 2005, suggesting that the County believes that the use meets the overall land use goals of the County and that the use is consistent with the purposes of the Zoning Ordinance and the purposes of the AG District. Therefore, the County finds that the proposed use / Amendment complies with goals established within the Comprehensive Plan, the purposes and intent of the Zoning Ordinance, and the purposes of the AG District.*

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

Finding #7 — *The proposed Amendments – being an accessory structure for storage purposes and a modified legal description – will not cause any change or increase in traffic generated at the subject site. The proposed structure is intended for storage purposes only. Therefore, the County finds that the proposed use / Amendments will not cause traffic hazards or congestion.*

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

Finding #8 — *Based on application materials, the proposed use (accessory structure) will have an appearance in keeping with accessory structures commonly found in the County's Agricultural (AG) District as well as accessory structures within the surrounding area. The proposed use of the structure – being storage – and the proposed building materials suggest that the structure will likely have minimal impacts on factors such as noise or glare. Therefore, the County finds that the proposed use / Amendment will not have any adverse impacts to nearby properties by intrusion of noise, glare, or general unsightliness.*

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

1. This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:

a. Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,

b. Modification of the legal description to include recently acquired land.

2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.
5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.
12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14' x 28') to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.
23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.
24. The camp store cannot be advertised to the general public as a retail store.
25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.
28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.
29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 20, 2023

_____ ATTEST: _____

Ben Montzka
Chair, Board of Commissioners

Chase Burnham
County Administrator

Amendment to Conditional Use Permit for Recreational Campground Known as Flickabirds Resort

JDNH Properties, LLC
Nick Hammond
PID 06.00520.22
50091 Clover Trail
Nessel Township

HISTORICAL ANALYSIS

Original CUP – August 17, 2005	County Board **approved CUP** to operate a Recreational Campground with 30 permanent sites and an on-premise bar and restaurant
Amendment #1 – July 11, 2007	County Board **approved CUP Amendment** to expand a Recreational Campground by adding 20 additional campsites (for a total of 50 campsites)
Amendment #2 – May 19, 2010	County Board **approved CUP Amendment** to allow a camp store with bait sales
Amendment #3 - September 21, 2011	County Board **approved CUP Amendment** to expand a Recreational Campground by adding 15 additional campsites (for a total of 65 campsites)
Amendment #4 – September 20, 2017	County Board **approved CUP Amendment** to expand a Recreational Campground by adding 12 additional campsites (for a total of 77 campsites)

SITE ANALYSIS

- Site is 23.46± acres in size
- Generally located on the west side of East Rush Lake between Clover Trail and Rush lake and also directly across the road from Pine Lake
- Site is located in the Agricultural (AG) District / Shoreland Management District as are all surrounding properties to the north, west and south
- Site has been developed with a campground, associated bar and restaurant, small bait store, and related recreational activity areas, such as a horseshoe pitch, beach area, docks for the campers' boats and docks available for public mooring for access to the bar and restaurant
- Topography includes a large wetland area located along nearly the entire length of the southerly property boundary as well as a smaller wetland area located along the westerly property boundary. Additionally, the site is heavily wooded on its perimeter



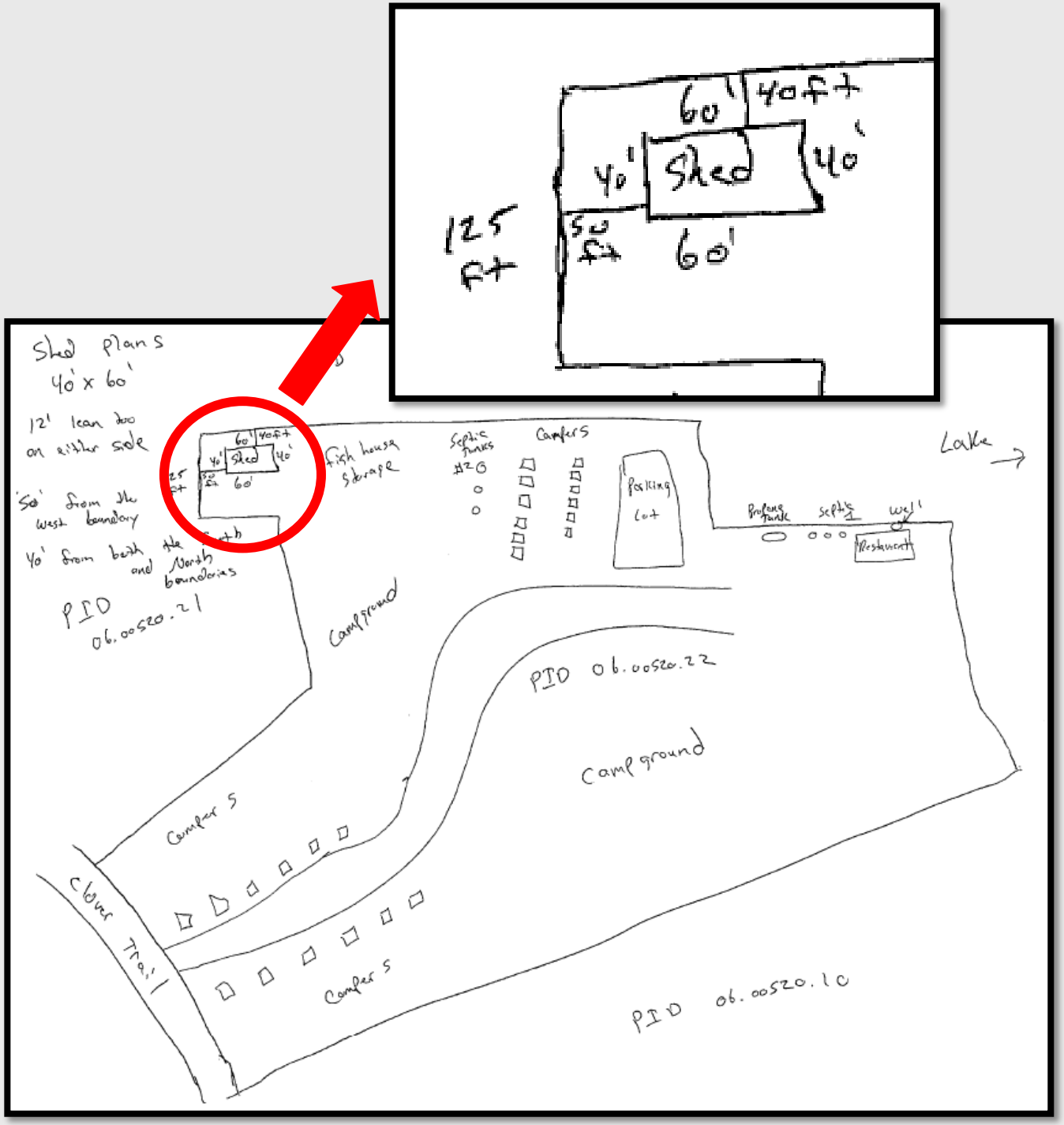
PROPOSAL ANALYSIS

JDNH Properties, LLC and Nick Hammond have applied for a CUP Amendment in order to expand operations at Flickabirds Resort. The proposed expansion is twofold: the property owner wishes to expand the operation through **construction of an accessory structure**; and, the property owner wishes to **modify the legal description** to include recently acquired land.

The application materials explain and illustrate that the property owner is seeking approval to expand the current operation by constructing a **40' x 60' (2,400 sf) accessory structure with 12' x 60' lean-tos on either side (total of 1,440 sf)** and a 14' ceiling height. The stated purpose of the structure is storage for the fixtures of Flickabirds Resort, including vehicles, tables, and other supplies and equipment.

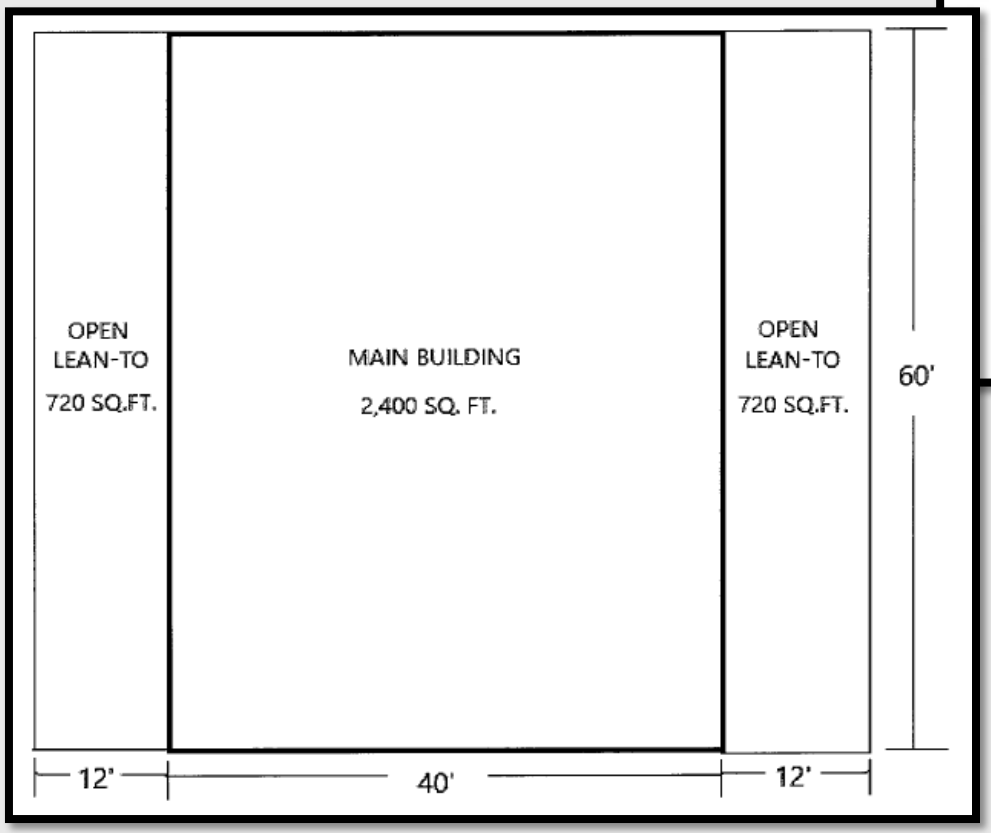
The second part of the proposed Amendment relates to an expansion of the property itself as the **property owner recently acquired approximately .40 acres of land** from the property owners immediately west of the subject site. The acquired land is located in the extreme northwest corner and is the proposed location of the new accessory structure.

The current request does <u>not</u> include any additional campsites.



PROPOSAL ANALYSIS, CONT.





REVIEW PROCESS



Technical Review Committee
August 9, 2023

No concerns identified



Nessel Town Board
August 8, 2023

Recommended approval with the condition that property owner applies dust control as needed and specifically more than once per year when needed from CSAH 7 to Flickabirds driveway. Coordination and application shall be at the discretion of the township as Road Authority.

Staff notes that the County's review of the proposed Amendment and related action is limited in scope to the proposed expansion of the current operation through construction of an accessory structure and modification of the legal description to include recently acquired land. The County is not able to eliminate or modify previously approved conditions or add new conditions unless they have a direct nexus to the specific Amendment request. If the County finds that the proposed accessory structure and/or modified legal description have a direct impact on dust control, then the County should consider the township's recommended condition of approval.



Review Period

Expires on October 2, 2023

STAFF RECOMMENDATION

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

Staff notes that the proposed conditions are the exact conditions previously approved by the County Board, with the addition of condition no. 1 to clarify that this approval is an Amendment and condition no. 2 to address the proposed accessory structure (shown underlined below). Additionally, the legal description included in the draft resolution has been updated to reflect JDNH Properties, LLC's recent land acquisition. As a reminder, conditions that have no relationship to the requested Amendment(s) should not be added, eliminated, or altered.

Condition(s):

1. This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:
    a. Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,
    b. Modification of the legal description to include recently acquired land.
2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

STAFF RECOMMENDATION, CONT.
(CONDITIONS 3-11 OF 29)

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.
5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.

STAFF RECOMMENDATION, CONT.
(CONDITIONS 12-20 OF 29)

Original CUP:

12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

STAFF RECOMMENDATION, CONT.
(CONDITIONS 21-29 OF 29)

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14' x 28') to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.
23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.
24. The camp store cannot be advertised to the general public as a retail store.
25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.
28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.
29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

OPTIONS

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

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

   Note: Denial of the requested Amendment will not result in automatic revocation of the existing CUP or otherwise render it null and void; it will simply leave the existing CUP in effect as-is and not allow for construction of an accessory structure and not allow for the legal description to be updated.

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

4. Recommend that the County Board consider **revocation** of the existing Conditional Use Permit due to the inability of the subject site to support the scope and scale of the approved CUP or the Commission finds other probable cause.

   Note: If the Planning Commission moves to recommend revocation, the motion should include explicit reason for such action.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0901, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use on property located at 50091 Clover Trail in Nessel Township, with Findings of Fact and conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Amendment to a Conditional Use Permit Allowing a Commercial Recreation Area Use
50091 Clover Trail, Nessel Township
DATE: September 7, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Amendment to a Conditional Use Permit (CUP) allowing the expansion of an existing Commercial Recreation Area use known as Flickabirds Resort. The proposed Amendment is twofold: the property owner wishes to expand the current operation through construction of an accessory structure intended for storage purposes; and, the property owner wishes to modify the legal description to include recently acquired land.

SITE & APPLICATION INFORMATION

Applicant(s):	Nick Hammond
Property Owner(s):	JDNH Properties, LLC
Location:	50091 Clover Trail Nessel Township Section 23, Township 37, Range 22
PIDs:	06.00520.22
Property Area:	23.46± Acres
Current Zoning:	Agricultural (AG) District / Shoreland Management District
Adjacent Zoning:	
North:	Agricultural (AG) District / Shoreland Management District
South:	Agricultural (AG) District / Shoreland Management District
East:	East Rush Lake
West:	Agricultural (AG) District / Shoreland Management District
Date Application Received:	July 7, 2023
Date Application Complete:	August 3, 2023
60-Day Review Period:	October 2, 2023



BACKGROUND

Property owner JDNH Properties, LLC and applicant Nick Hammond have applied for a Conditional Use Permit (CUP) Amendment in order to expand operations at Flickabirds Resort. The proposed expansion is twofold: the property owner wishes to expand the current operation through construction of an accessory structure intended for storage purposes; and, the property owner wishes to modify the legal description to include recently acquired land. The recently acquired land is

approximately .40 acres in size and located in the extreme northwest corner of the subject site and that same land is the location of the proposed accessory structure (land shown circled in the image above).

The following table offers a brief history of the CUP and subsequent Amendments:

Date	Action
May 5, 2005 and August 4, 2005 (Original CUP)	Planning Commission conducted public hearing to consider CUP to operate a Recreational Campground with 30 permanent sites and an on-premise bar and restaurant and **recommended approval** with conditions.
August 17, 2005 (Original CUP)	County Board **Approved CUP** to operate a Recreational Campground with 30 permanent sites and an on-premise bar and restaurant with 16 conditions (as recommended by the Planning Commission): 1. Wastewater Treatment System must meet County and State Rules. 2. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities. 3. Well(s) must meet Minnesota Department of Health Standards. 4. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health. 5. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer. 6. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD. 7. Impervious surface coverage in each tier must not exceed 25%. 8. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner. 9. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond. 10. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee. 11. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use. 12. Docks and boat ramps must meet Minnesota Department of Natural Resources standards. 13. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made. 14. Any expansion to camping sites, and/or bar and restaurant will require an amended Conditional Use Permit. 15. Site must be available for inspection by County staff during operating hours. 16. Campground rules must be posted on site.

July 5, 2007 (CUP Amendment #1)	Planning Commission conducted public hearing to consider CUP Amendment to expand operation by adding 20 additional campsites (for a total of 50 campsites) and **recommended approval** with the addition of two conditions.
July 11, 2007 (CUP Amendment #1)	County Board **Approved CUP Amendment** to expand a Recreational Campground by adding 20 additional campsites (for a total of 50 campsites) with two conditions (as recommended by the Planning Commission): 1. Flickabirds may expand their campground by 20 more sites to a total of 50. 2. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.
May 6, 2010 (CUP Amendment #2)	Planning Commission conducted public hearing to consider CUP Amendment to allow a camp store with bait sales and **recommended approval** with the addition of five conditions.
May 19, 2010 (CUP Amendment #2)	County Board **Approved CUP Amendment** to allow a camp store with bait sales with the addition of five conditions (as recommended by the Planning Commission): 1. This CUP amendment allows conversion of one half of the recently added storage space (14' x 28' feet) to serve as a small camp store offering basic groceries, sundries, and live bait for sale to the campers in residence. 2. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right. 3. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District. 4. The camp store cannot be advertised to the general public as a retail store. 5. Other than within the campground itself, no advertising signage will be permitted for this retail use.
September 8, 2011 (CUP Amendment #3)	Planning Commission conducted public hearing to consider CUP Amendment to expand operation by adding 15 additional campsites (for a total of 65 campsites) and **recommended approval** with the addition of one condition and the suggestion that the property owner offer a goodwill gesture on the matter of dust control.
September 21, 2011 (CUP Amendment #3)	County Board **Approved CUP Amendment** to expand a Recreational Campground by adding 15 additional campsites (for a total of 65 campsites) with one condition and one suggestion (as recommended by the Planning Commission): 1. The septic system must be evaluated for capacity and performance and found to be in compliance.

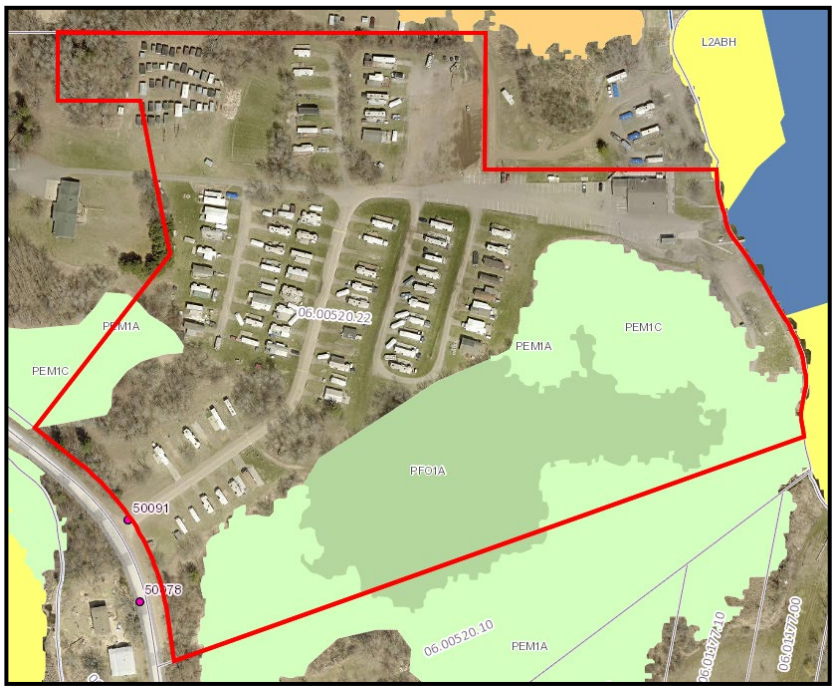
	**It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.
September 7, 2017 (CUP Amendment #4)	Planning Commission conducted public hearing to consider CUP Amendment to expand operation by adding 12 additional campsites (for a total of 77 campsites) and **recommended approval** with the addition of three conditions.
September 20, 2017 (CUP Amendment #4)	County Board **Approved CUP Amendment** to expand a Recreational Campground by adding 12 additional campsites (for a total of 77 campsites) with the addition of three conditions (as recommended by the Planning Commission): 1. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park. 2. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites. 3. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.
September 7, 2023 (CUP Amendment #5)	Planning Commission conducts public hearing to consider CUP Amendment to expand operation by allowing construction of an accessory structure for storage purposes and modification of the legal description to include recently acquired land.

CONSIDERATION OF CUP AMENDMENTS

In the past the County has processed requests for CUP Amendments in the same manner as requests for new CUPs, meaning the Planning Commission and County Board have considered all previously approved conditions and, in certain cases, amended conditions which the applicant(s) may not have specifically requested an Amendment to or, in certain cases, added new / eliminated previously approved conditions which the applicant(s) may not have specifically requested be added / eliminated. However, the County was advised in 2022 that, when considering an Amendment to a Conditional Use Permit, the County may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that the County, in hindsight, wishes it had imposed when the original Conditional Use Permit was granted.

Approval of the requested Amendment will allow expansion of the current operation through construction of an accessory structure intended for storage purposes and modification of the legal description to include recently acquired land. Denial of the requested Amendment will not result in automatic revocation of the existing CUP or otherwise render it null and void; it will simply leave the existing CUP in effect as-is. Alternatively, if the Planning Commission feels that the subject site no longer supports the scope and scale of the approved CUP or the Commission finds other probable cause, the Commission may wish to consider recommending that the County Board consider initiating formal review and revocation proceedings of the CUP.

SITE ANALYSIS



The 23.46± acre subject site is generally located on the west side of East Rush Lake between Clover Trail and the lake. The site is also directly across the road from Pine Lake. The subject site has been developed with a campground, an associated bar and restaurant, a small bait store, and related recreational activity areas, such as a horseshoe pitch, beach area, docks for the campers' boats and docks available for public mooring for access to the bar and restaurant. Topography of the site includes a large wetland area located along nearly the entire length of the southerly property boundary as well as a smaller wetland area located along the westerly property boundary (see wetland areas in the adjacent image). Additionally, the site is heavily wooded on its perimeter. The subject site is located in the Agricultural (AG) District / Shoreland Management District as are all surrounding properties to the north, west and south.

The current property owner recently acquired approximately .40 acres of land from Scott & Deborah Mell. The acquired land is located in the extreme northwest corner and is the proposed location of the new accessory structure.

PROPOSAL ANALYSIS

The application materials explain and illustrate that the property owner is seeking approval to expand the current operation by constructing a 40' x 60' (2,400 sf) accessory structure with 12' x 60' lean-tos on either side (total of 1,440 sf) and a 14' ceiling height. The application materials include a rendering, floor plan, building plans, and materials list / proposal for reference. The stated purpose of the structure is storage for the fixtures of Flickabirds Resort, including vehicles, tables, and other supplies and equipment.

The second part of the proposed Amendment relates to an expansion of the property itself. As previously stated, the property owner recently acquired approximately .40 acres of land from Scott & Deborah Mell (property owners immediately west of the subject site). The acquired land is located in the extreme northwest corner and is the proposed location of the new accessory structure. The property owner has provided the updated legal description and wishes to have the CUP Amended to include the new description.

The current request does not include any additional campsites.

FINDINGS OF FACT

Zoning Ordinance Section 8.04 (Conditional Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed conditional use based upon, but not limited to, the general factors listed below.

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

Finding #1 *The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage the type of activity which will draw visitors to Chisago County, including different types of outdoor recreation. Among those identified goals and policies are the following:*

Natural Resources Goal: Prime scenic views and historic landscapes will be recognized as an important local amenity and an increasingly desirable local amenity drawing outside revenue from visitors that is vital to the local economy.

Policies:

1. *Identify and protect quality of visitor experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings, and prime areas for flora study and wildlife viewing, and public and private open spaces amenable to low impact outdoors recreation.*

Economic Development Goal: Provide for a range of economic diversity and development opportunities in the County.

Policies:

1. *Promote natural amenities in the County as assets to economic development and business opportunity.*
2. *Promote tourism as an expanding opportunity for employment and tax base.*
3. *Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

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 subject site is a tourist / entertainment destination, drawing visitors to the site for commercial recreation activities such as camping and dining. The proposed use / Amendment – including an accessory structure and modified legal description – will not in itself generate any additional visitors. Therefore, the County finds that the proposed use / Amendment will not generate any increased demand upon existing parks or other public facilities or amenities.*

Factors #3 and #4 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; The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Findings #3 *The proposed use is an expansion of an existing outdoor Commercial Recreation Area*

and #4 *use through construction of an accessory structure intended for storage purposes and a modification of the legal description. The proposed structure is shown to be located in an area adjacent to two neighboring properties, one being used for residential and commercial purposes and one being used for residential purposes. The site of the proposed structure is heavily wooded as are the adjacent areas on the two neighboring properties. Further, the applicant has provided a rendering and a materials list which show that the proposed structure will have an appearance consistent with pole buildings generally found in the County's Agricultural (AG) District and consistent with pole buildings / structures found on the two neighboring properties. Therefore, the County finds that the proposed structure will be adequately screened from adjacent development and will have an appearance which is in keeping with the AG District and surrounding area. The County further finds that the proposed legal description modification will have no impact upon adjacent properties.*

Factors #5 and #6 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;
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;

Findings #5 and #6 *The proposed use is in keeping with the overall goals of the County as described in Finding #1. Further, the subject property is zoned Agricultural (AG) District and the Zoning Ordinance specifically allows the existing use with approval of a Conditional Use Permit and the proposed use with approval of a Conditional Use Permit Amendment. The County granted the original Conditional Use Permit in 2005 and the County has granted four subsequent Amendments since 2005, suggesting that the County believes that the use meets the overall land use goals of the County and that the use is consistent with the purposes of the Zoning Ordinance and the purposes of the AG District. Therefore, the County finds that the proposed use / Amendment complies with goals established within the Comprehensive Plan, the purposes and intent of the Zoning Ordinance, and the purposes of the AG District.*

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

Finding #7 *The proposed Amendments – being an accessory structure for storage purposes and a modified legal description – will not cause any change or increase in traffic generated at the subject site. The proposed structure is intended for storage purposes only. Therefore, the County finds that the proposed use / Amendments will not cause traffic hazards or congestion.*

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

Finding #8 *Based on application materials, the proposed use (accessory structure) will have an appearance in keeping with accessory structures commonly found in the County's Agricultural (AG) District as well as accessory structures within the surrounding area. The proposed use of the structure – being storage – and the proposed building materials suggest that the structure will likely have minimal impacts on factors such as noise or glare. Therefore, the County finds that the proposed use / Amendment will not have any adverse impacts to nearby properties by intrusion of noise, glare, or general unsightliness.*

REVIEW PROCESS

The Technical Review Committee met on August 9, 2023. The Committee did not identify any concerns with the proposed Amendment.

The Nessel Town Board reviewed the proposed CUP Amendment at its August 8, 2023 meeting and recommended approval with the condition that JDNH Properties, LLC will apply dust control as needed and specifically more than once per year when needed from CSAH 7 to Flickabirds driveway. Coordination and application shall be at the discretion of the township as Road Authority.

Staff notes that the County's review of the proposed Amendment and related action is limited in scope to the proposed expansion of the current operation through construction of an accessory structure and modification of the legal description to include recently acquired land. The County is not able to eliminate or modify previously approved conditions or add new conditions unless they have a direct nexus to the specific Amendment request. If the County finds that the proposed accessory structure and/or modified legal description have a direct impact on dust control, then the County should consider the township's recommended condition of approval.

The 60-day review period expires on October 2, 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 Amendment complies with and is consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the CUP Amendment with conditions (see below) and has prepared a resolution for the Commission's consideration.

Staff notes that the proposed conditions are the exact conditions previously approved by the County Board, with the addition of condition no. 1 to clarify that this approval is an Amendment and condition no. 2 to address the proposed accessory structure (added conditions shown <u>underlined</u>). Additionally, the legal description included in the draft resolution has been updated to reflect JDNH Properties, LLC's recent land acquisition. As a reminder, conditions that have no relationship to the requested Amendment(s) should not be added, eliminated, or altered.

Condition(s):

1. <u>This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:</u>
    a. <u>Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,</u>
    b. <u>Modification of the legal description to include recently acquired land.</u>

2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.
5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.
12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14' x 28') to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.
23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.
24. The camp store cannot be advertised to the general public as a retail store.
25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.
28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.
29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

OPTIONS

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

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

   Note: Denial of the requested Amendment will not result in automatic revocation of the existing CUP or otherwise render it null and void; it will simply leave the existing CUP in effect as-is and not allow for construction of an accessory structure and not allow for the legal description to be updated.

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

4. Recommend that the County Board consider **revocation** of the existing Conditional Use Permit due to the inability of the subject site to support the scope and scale of the approved CUP or the Commission finds other probable cause.

   Note: If the Planning Commission moves to recommend revocation, the motion should include explicit reason for such action.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0901, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use on property located at 50091 Clover Trail in Nessel Township, with Findings of Fact and conditions as presented or amended.

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

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative
   c. Site plan
   d. Location maps (2)
   e. Rendering
   f. Floor plan
   g. Building plans
   h. Materials list and proposal
2. Aerial location map (1) – subject property
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2023-0901

CC: JDNH Properties, LLC, property owner
Nick Hammond, applicant
County file

Recording Fee $46.00
Base Fee $1,025.00
Wetland or Septic Fees
Plat Compliance Fee
TOTAL FEE $1,071.00

Permit # 23-1120

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Street Location 50091 Clover Trail Rush City MN 55069 **Tax Parcel #** 06.0052022

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

Owner: JDNH Properties LLC **Day Phone** [redacted]

Address PO Box 460 Rush City MN 55069

Applicant (if other than owner) Nick Hammond, Manager **Day Phone** [redacted]

Address 50234 Acacia Ln Stanchfield MN 55080

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: Proposing to amend our existing CUP to include recently acquired additional land, and to construct a pole building (see attachment.)

If Variance Application, Brief Description of Practical Difficulty

6/23/23
Signature of Applicant **Date of Application**

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

7-7-23 * DEEMED INCOMPLETE ON 7-13-23 BG
Date Received

8-3-23
Date Complete

10-2-23
60 / 120 **Day Review Period**

Date of Public Hearing: SEPT. 7, 2023

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

TOWNSHIP PRESENTATION FORM

Street Location 50091 Clover Trail Rush City MN 55069

Legal Description See attached

Owner Name JDNH Properties LLC **Day Phone:** [redacted]

Address: 50234 Acacia Ln Stanchfield MN 55080

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

Address: 50234 Acacia Lane Stanchfield MN 55080

Type of Request:

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

Description of Request: Proposing to amend our existing CUP to include recently acquired additional land, and to construct a pole building.

Date of County Public Hearing: SEPT. 7, 2023

Date of Township Presentation: AUG. 8, 2023

TOWNSHIP ACTION TAKEN

Approved [X] **Denied** [ ]

Reasons and Conditions: To Amend the CUP to include: Nessel Twshp will Approve on the Condition that JDNH will apply dust control as needed and specifically more than once per year when needed. Coordination and application at the discretion of the twshp as road authority. From CoRd 7 to Flickabrids driveway.

Signature of Township Officers: Michelle Meis
Stacy Zebuhr

Signature of Applicant Betsy Lusing H.S. **Date** 7/7/23

Bud Nm

Dustin Gramse

7/27/2023

Re: JDNH Properties LLC & Flickabird's Resort

To whom it may concern,

The purpose of our requested amendment to our existing CUP is first to update our legal description to include the approximately 17,200 sq. ft of land that was purchased from Scott & Deb Mell. The second purpose is the include / approve the construction of a pole building.

This building will be located on the very northwest corner of the existing parcel owned by JDNH Properties, LLC. The purpose for the building will be to provide storage for the fixtures of Flickabird's Resort (vehicles, tables, supplies, etc.) Building plans & specs have been included with this letter.

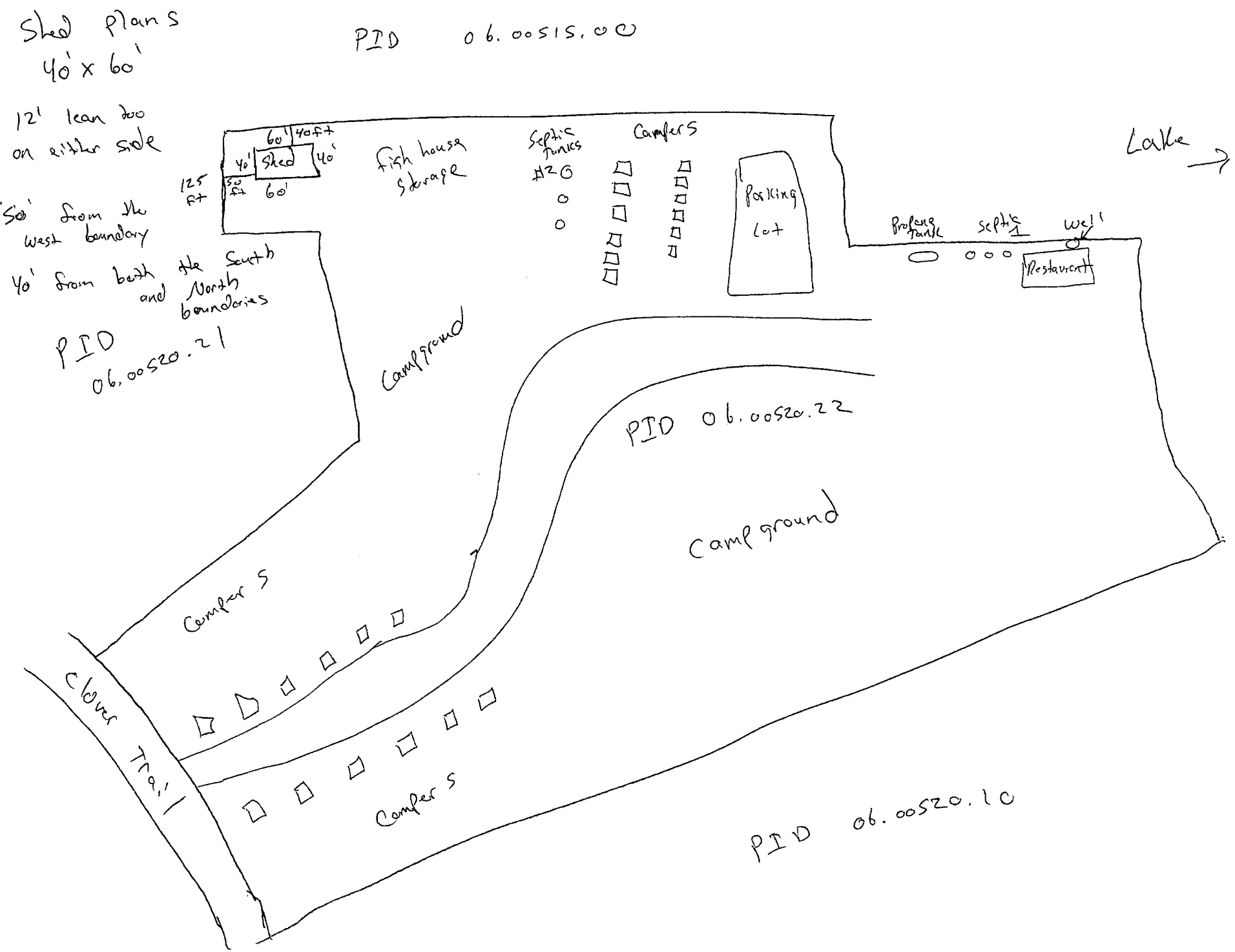
If there are any questions / concerns with our application, please reach out to either Nick or Jason directly.

Nick: [redacted]

Jason: [redacted]

Sincerely,

Nick Hammond


Shed plans
40' x 60'
12' lean too on either side
50' from the west boundary
40' from both the South and North boundaries
PID 06.00515.00
PID 06.00520.21
PID 06.00520.22
PID 06.00520.10
60'
40ft
40'
Shed
40'
125 ft
50 ft
60'
fish house storage
Septic tanks #2
Campers
Parking Lot
Lake
Propane tank
Septic 1
well
Restaurant
Campground
Campers
Campground
Campers
clover Trail

Chisago

legend Results
View

Zoom In Zoom Out Pan Zoom Prev Zoom Next Zoom Select Zoom Extent
Navigation

Clear Search I



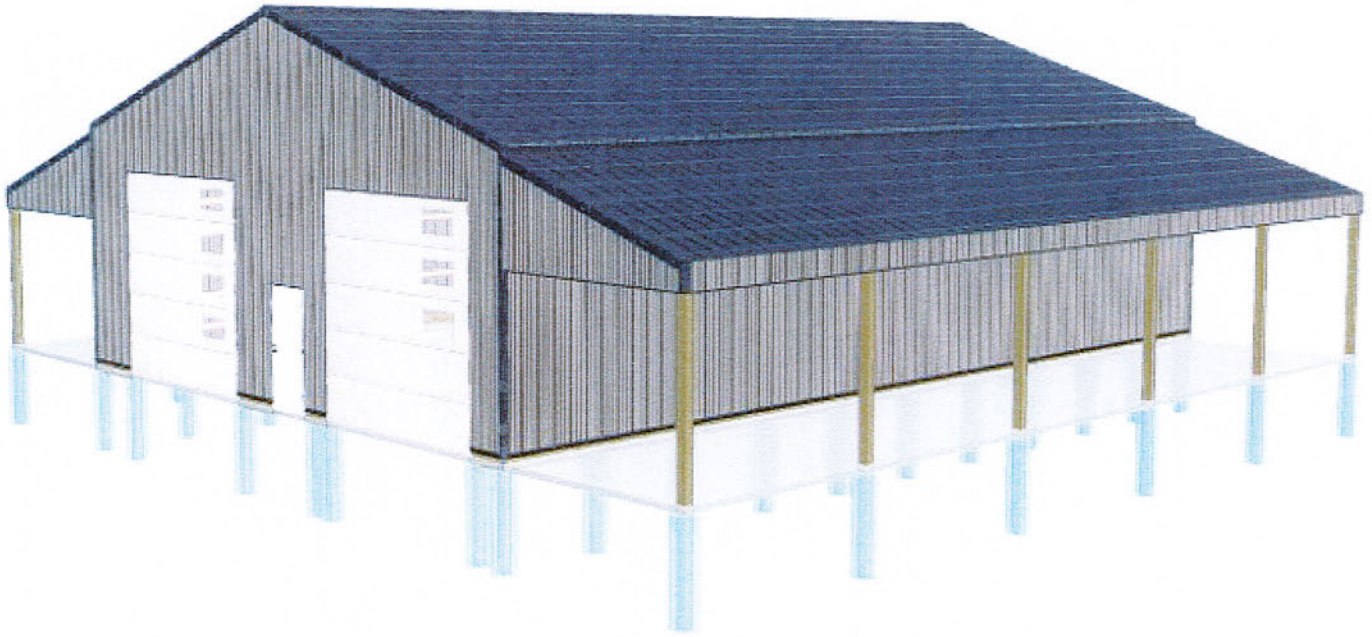
2 Items

	PIN	DotPin	Ownname	MailAddr	MailCity
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X	060052022	06.00520.22	JDNH PROPERTIES LLC	50234 ACACIA LN	STANCHFIELD

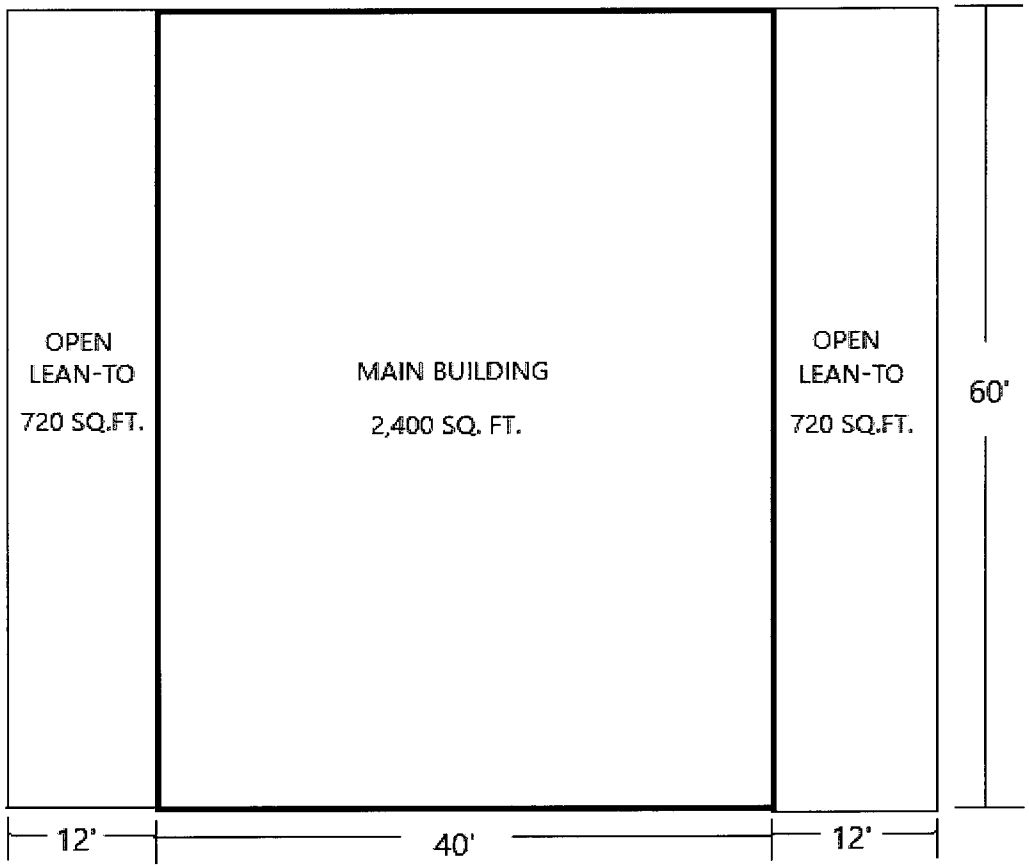
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Chisago
☆ = Build Site
Approx 50 ft from North + West
property Boundaries
0 105 210 420 ft
Date: 7/27/2023
Time: 4:37:45 PM
These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.
Build site
fish house parking
Septics
well
Septic Tanks
50267
50187
50155
50091
50078
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2920
3050
30863100

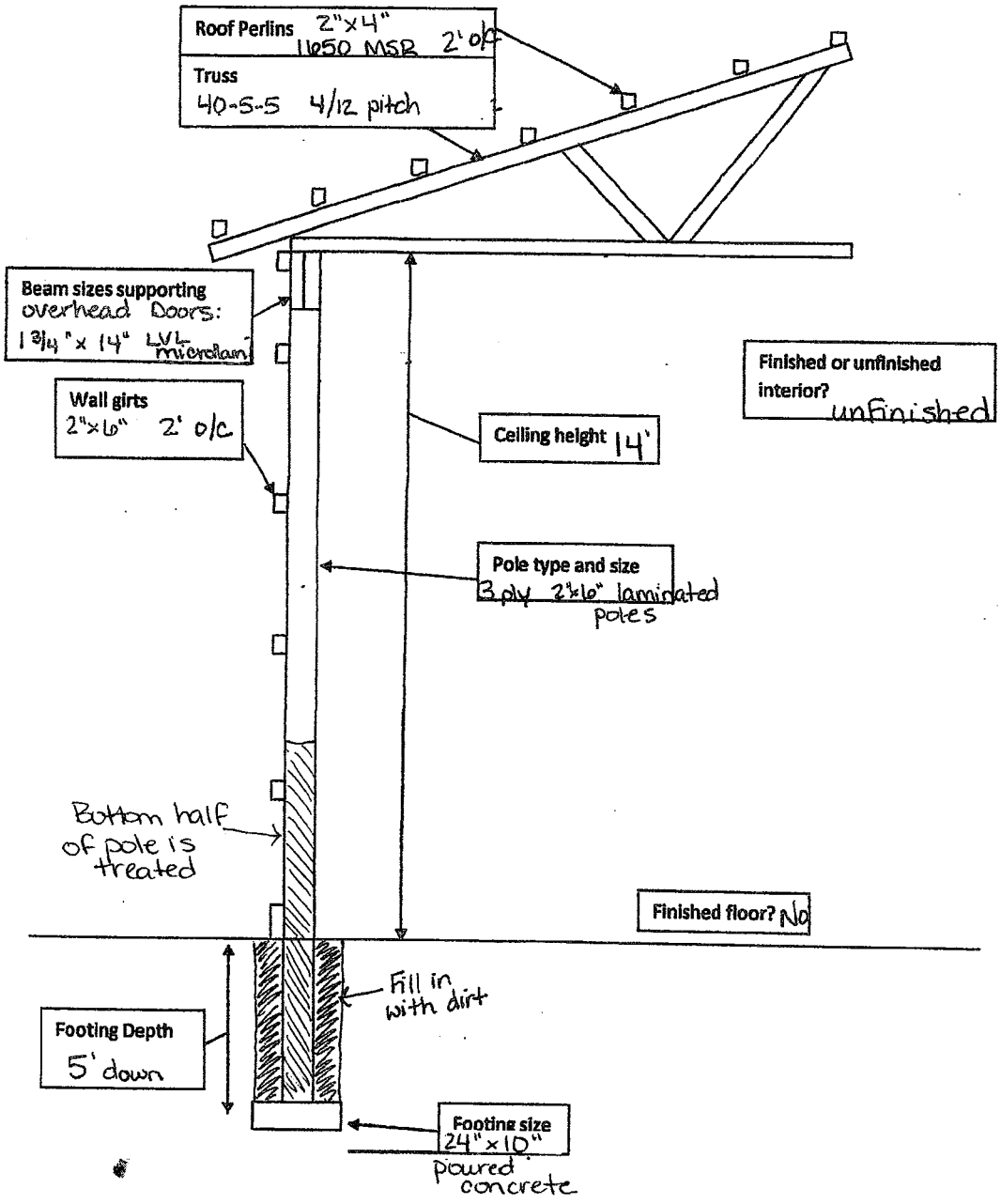
Flickabirds Resort
50091 Clover Trail
Rush City, MN 55069



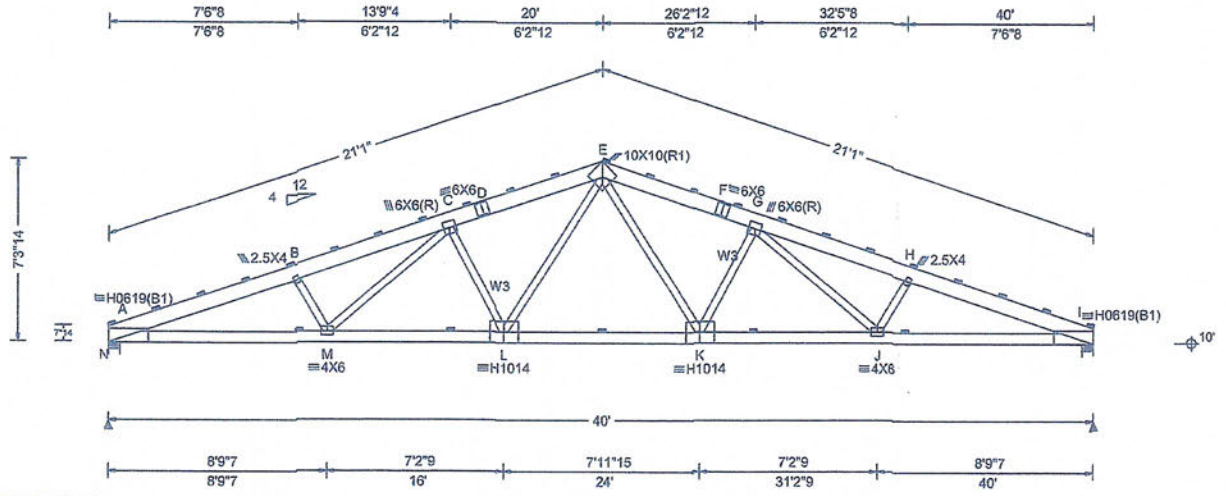
Flickabirds Resort
50091 Clover Trail
Rush City, MN 55069



Pole Building Wall Section



Job Number: 2220425 Flickabirds Resort 40x60 \Designer:Gilbert Meyer **Truss Label:** PF6440	Ply: 1 Qty: 9 Wgt: 277.2 lbs	SEQN: 152987 / T1 / COMN FROM: Page 1 of 2	DRW: ... / ... 12/21/2022



Loading Criteria (psf)	Wind Criteria	Snow Criteria	Code / Misc Criteria	Defl/CSI Criteria
TCLL: 42.00	Wind Std: ASCE 7-16 Speed: 115 mph	(Pg,Pf in PSF)	Bldg Code: IRC 2018	PP Deflection in loc L/defl L/#
TCDL: 5.00	Enclosure:Closed Risk Cat: II EXP: C	Pg: 50.0 Ct: 1.2	TPI Std: 2014	VERT(LL): 0.778 K 612 240 Max TC CSI: 0.926
BCLL: 0.00	TCDL: 3.0 psf BCDL: 3.0 psf	Pf: 42.0	Rep Factors Used: No	VERT(TL): 0.969 L 491 180 Max BC CSI: 0.983
BCDL: 5.00	Mean Height: 15.00 ft	CAT: II Ce: 1.0	FT/RT:12(0)/5(0)	HORZ(LL): 0.254 I - - Max Web CSI: 0.974
Des Ld: 52.00	MWFRS Parallel Dist: 0 to h/2	Lu: - Cs: 0.94	Plate Type:	HORZ(TL): 0.316 I - - Creep Factor: 2.0
NCBCLL: 10.00 Soffit: 2.00	C&C Dist a: 4.00 ft	Snow Duration: 1.15	HS, WAVE	Mfg Specified Camber:
Load Duration: 1.15	Loc. from endwall: Any			
Spacing: 72.0 "	I: 1.0 GCpi: 0.18			VIEW Ver: 22.02.00.0914.11
	Wind Duration: 1.60			

PLEASE NOTE!!! IF REQUIRED BY DESIGN!!!
ALL WEB BRACING WILL BE MARKED WITH FLUORESCENT GREEN.
ALL INTERIOR BEARINGS WILL BE MARKED WITH FLUORESCENT ORANGE.

△ Maximum Reactions (lbs)

Loc	Gravity R+	/ R-	/ Rh	Non-Gravity / Rw	/ U	/ Rl
N	6272	/-	/-	/1356	/915	/302
I	6272	/-	/-	/1356	/915	/-

Wind reactions based on MWFRS
N Brg Wid = 5.5 Min Req = 5.2 (Truss)
I Brg Wid = 5.5 Min Req = 5.2 (Truss)
Bearings N & I are a rigid surface.

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
A - B	2286	-15284	E - F	1931	-11567
B - C	2259	-14495	F - G	1901	-11693
C - D	1901	-11693	G - H	2259	-14495
D - E	1931	-11567	H - I	2286	-15284

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
A - M	14203	-2031	K - J	12028	-1613
M - L	12028	-1613	J - I	14203	-2031
L - K	9252	-1117			

Maximum Web Forces Per Ply (lbs)

Webs	Tens.	Comp.	Webs	Tens.	Comp.
B - M	416	-1483	E - K	3651	-462
M - C	2065	-314	K - G	587	-3207
C - L	587	-3207	G - J	2065	-314
L - E	3651	-462	J - H	416	-1483

Lumber

Top chord: 2x8 SP 2400f-2.0E;
Bot chord: 2x6 SP 2700f-2.2E;
Webs: 2x4 SP #1; W3 2x4 SPF 1650f-1.5E;

Loading

Bottom chord checked for 10.00 psf non-concurrent live load.

Truss designed for unbalanced snow loads.
Slope reduction based on Unobstructed Slippery Surface.

Purlins

In lieu of structural panels or rigid ceiling use purlins to laterally brace chords as follows:

Chord	Spacing(in oc)	Start(ft)	End(ft)
TC	24	0.00	20.00
TC	24	20.00	40.00
BC	88	0.15	39.85

Apply purlins to any chords above or below fillers at 24" OC unless shown otherwise above.

****WARNING**** READ AND FOLLOW ALL NOTES ON THIS DRAWING!
****IMPORTANT**** FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS

Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI and SBCA) for safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise,top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have bracing installed per BCSI sections B3, B7, or B10, as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-Z for standard plate positions.

Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing,any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses**A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.**

For more information see this job's general notes page and these web sites: ALPINE: www.alpineitw.com; TPI: www.tpinst.org; SBCA: www.sbcindustry.com; ICC: www.iccsafe.org

K-WOOD
TRUSS RAFTERS, INC.
2388 LITTLE WOOD LAKE ROAD
GREAT BEND, WI 54946
(715) 699-2102 FAX: (715) 699-2303

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Job Number: 2220425 Flickabirds Resort 40x60 \Designer:Gilbert Meyer **Truss Label:** PF6440	Ply: 1 Qty: 9 Wgt: 277.2 lbs	SEQN: 152987 / T1 / COMN FROM: Page 2 of 2	DRW: ... / ... 12/21/2022

Wind

Wind loads based on MWFRS with additional C&C member design.

Wind loading based on both gable and hip roof types.

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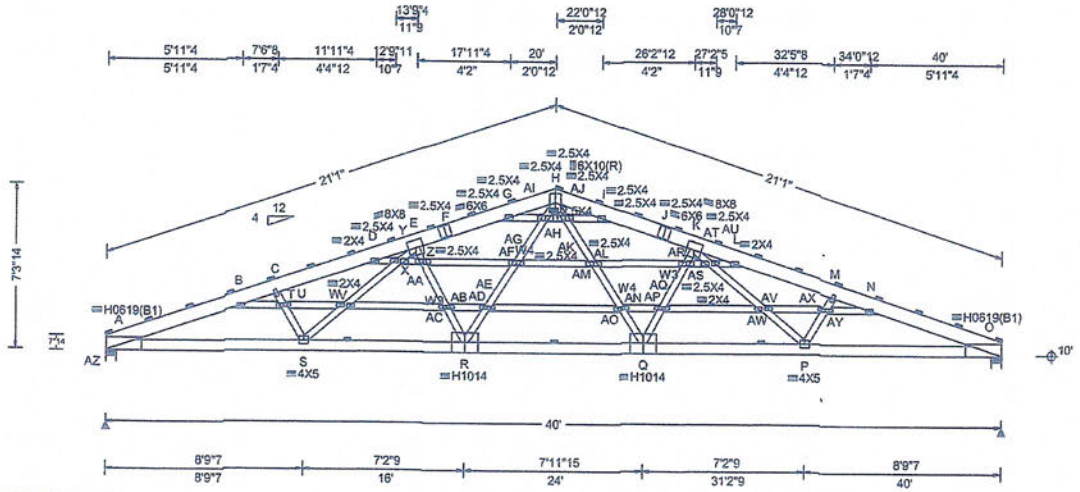
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K-WOOD

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Job Number: 2220425 Flickabirds Resort 40x60 \Designer:Gilbert Meyer Truss Label: PF6440SE	Ply: 1 Qty: 2 Wgt: 372.4 lbs	SEQN: 152993 / T2 / GABL FROM: Page 1 of 2	DRW: ... / ... 12/21/2022



Loading Criteria (psf)	Wind Criteria	Snow Criteria	Code / Misc Criteria	Defl/CSI Criteria
TCLL: 42.00 TCDL: 5.00 BCLL: 0.00 BCDL: 5.00 Des Ld:52.00 NCBCLL: 10.00 Soffit: 2.00 Load Duration: 1.15 Spacing: 72.0 "	Wind Std: ASCE 7-16 Speed: 115 mph Enclosure:Closed Risk Cat: II EXP: C TCDL: 3.0 psf BCDL: 3.0 psf Mean Height: 15.00 ft MWFRS Parallel Dist: 0 to h/2 C&C Dist a: 4.00 ft Loc. from endwall: Any I: 1.0 GCpi: 0.18 Wind Duration: 1.60	(Pg,Pf in PSF) Pg: 50.0 Ct: 1.2 Pf: 42.0 CAT: II Ce: 1.0 Lu: - Cs: 0.94 Snow Duration: 1.15	Bldg Code: IRC 2018 TPI Std: 2014 Rep Factors Used: No FT/RT:12(0)/5(0) Plate Type: HS, WAVE	PP Deflection in loc L/defl L/# VERT(LL): 0.746 Q 638 240 Max TC CSI: 0.982 VERT(TL): 0.928 Q 513 180 Max BC CSI: 0.996 HORZ(LL): 0.262 O - - Max Web CSI: 0.605 HORZ(TL): 0.326 O - - Creep Factor: 2.0 Mfg Specified Camber: VIEW Ver: 22.02.00.0914.11

Lumber

Top chord: 2x8 SP 2400f-2.0E;
Bot chord: 2x6 SP 2700f-2.2E;
Webs: 2x4 SP #1; W3 2x4 SPF 1650f-1.5E;
W4 2x4 SPF 2100f-1.8E;

Plating Notes

All plates are 1.5X4 except as noted.

Wind

Wind loads based on MWFRS with additional C&C member design.

Wind loading based on both gable and hip roof types.

Purlins

In lieu of structural panels or rigid ceiling use purlins to laterally brace chords as follows:

Chord	Spacing(in oc)	Start(ft)	End(ft)
TC	24	0.00	20.00
TC	24	20.00	40.00
BC	118	0.15	39.85

Apply purlins to any chords above or below fillers at 24" OC unless shown otherwise above.

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K-WOOD TRUSS RAFTERS, INC.
3288 LITTLE WOOD LAKE ROAD
CRANDON, WI 54520
(715) 478-2101 FAX: (715) 682-2525

PLEASE NOTE!!! IF REQUIRED BY DESIGN!!!
ALL WEB BRACING WILL BE MARKED WITH FLUORESCENT GREEN.
ALL INTERIOR BEARINGS WILL BE MARKED WITH FLUORESCENT ORANGE.

⚠ Maximum Reactions (lbs)

	Gravity			Non-Gravity		
Loc	R+	/ R-	/ Rh	/ Rw	/ U	/ Rl
AZ	6272	/-	/-	/1114	/508	/206
O	6272	/-	/-	/1114	/508	/-

Wind reactions based on MWFRS
AZ Brg Wid = 5.5 Min Req = 5.2 (Truss)
O Brg Wid = 5.5 Min Req = 5.2 (Truss)
Bearings AZ & O are a rigid surface.

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
A - B	1287	-15245	H - I	583	-7476
B - C	1213	-14619	I - J	857	-9720
C - D	1205	-14350	J - K	845	-9846
D - E	1039	-12504	K - L	1039	-12504
E - F	845	-9846	L - M	1205	-14350
F - G	857	-9720	M - N	1213	-14619
G - H	583	-7476	N - O	1287	-15245

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
A - S	14160	-1135	Q - P	12334	-952
S - R	12334	-952	P - O	14160	-1135
R - Q	10524	-792			

Maximum Web Forces Per Ply (lbs)

Webs	Tens.	Comp.	Webs	Tens.	Comp.
C - T	217	-1145	H -AJ	3273	-166
U - S	237	-1209	AK-AL	2905	-98
S - V	1762	-94	AM-AN	2860	-97
W - X	1696	-88	AO- Q	2890	-99
Y - E	2480	-185	Q -AP	242	-2466
E - Z	241	-2458	AQ-AR	242	-2457
AA-AB	242	-2457	AS- K	241	-2458
AC- R	242	-2466	K -AT	2480	-185
R -AD	2890	-99	AU-AV	1696	-88
AE-AF	2860	-97	AW- P	1762	-94
AG-AH	2905	-98	P -AX	237	-1209
AI- H	3273	-166	AY- M	217	-1145
AI-AJ	351	-2489			

Maximum Gable Forces Per Ply (lbs)

Gables	Tens.	Comp.	Gables	Tens.	Comp.
B - T	142	-236	AG-AL	276	-2405
U - V	120	-138	AK- I	322	-2280
W -AB	181	-32	AM-AR	275	-2392
D - X	216	-1801	AO-AP	204	-15
Y - Z	276	-2356	AQ-AV	181	-32
AA-AF	275	-2392	AS-AT	276	-2356
AC-AD	204	-5	AU- L	216	-1801
AE-AN	206	-7	AW-AX	120	-138
G -AH	322	-2280	AY- N	142	-236

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Job Number: 2220425 Flickabirds Resort 40x60 \Designer:Gilbert Meyer Truss Label: PF6440SE	Ply: 1 Qty: 2 Wgt: 372.4 lbs	SEQN: 152993 / T2 / GABL FROM: Page 2 of 2	DRW: ... / ... 12/21/2022

Loading

Truss designed to support 1-0-0 top chord outlookers and cladding load not to exceed 5.00 PSF one face and 72.0" span opposite face. Top chord must not be cut or notched, unless specified otherwise.

Bottom chord checked for 10.00 psf non-concurrent live load.

Truss designed for unbalanced snow loads.
Slope reduction based on Unobstructed Slippery Surface.

Additional Notes

Truss has been designed for vertical in-plane loads only. Any lateral/horizontal wind loads shall be transferred into the roof and ceiling diaphragms. Connection and design of these systems is the responsibility of the Building Designer in accordance with ANSI/TPI 1.

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K-WOOD
TRUSS COMPANY, INC.
22365 LITTLE WOOD LAKE ROAD

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Materials list

LONSKY CONSTRUCTION, LLC
48315 Deerwood Avenue
Rush City, MN 55069
(763) 238 – 1184
dan@lonskyconstruction.com

Date: April 23, 2023

PROPOSAL SUBMITTED TO	WORK TO BE PERFORMED AT
Name__Jason Davis_____	Homeowner__Flickabirds Resort_____
Street_____	Street__50091 Clover Trail_____
City_____ State_____	City__Rush City_____ State_MN, 55069___
Telephone_[redacted]_____	Telephone_____
Email_____	

Building size: 40' (width) x 60' (length) x 14' (height)

- Concrete: 24" x 10" poured footings dug 5ft down
- Lumber (poles): 2" x 6" 3 ply laminated posts (bottom half treated) 6' o/c
- Lumber: 2" x 8" .60 treated grade board
- Lumber: 2" x 6" spruce pine fir #1/#2 sidewall girts 2' o/c
- Lumber (trusses): 4/12 roof pitch – 40-5-5 roof truss's 6' o/c (see truss specs document for more details)
- Lumber: 2" x 4" 1650 MSR roof purlins 2' o/c
- Steel roof peak cap: Universal vented ridge cap 29 gauge
- Steel: Max Rib II 29g steel panels to be screwed on by color matched screws.
  - Roof color: Charcoal
  - Wall color: Ash Gray
- Labor: 2 – 12' wide x 12' tall overhead door openings on front gable end (Header board: 1 ¾" x 14" 2.0E Microllam LVL)
- Labor: 1 – 10' wide x 10' tall overhead door opening on back gable end (Header board: 1 ¾ x 14" 2.0E Microllam LVL)
- 2 – 3'x0 service/man doors
- Labor: Build 12' wide x 60' long open lean-to on each sidewall of building

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability insurance on above work to be taken out by Lonsky Construction.

Respectfully submitted ___Dan Lonsky_____

NOTE: This proposal may be withdrawn by us if not accepted within ___15 - 30___ days.

*Due to material prices fluctuating month to month, our proposals are good for 15-30 days. The proposal price might have to be re-evaluated if it has not been accepted within that time frame of the proposal date.

PROPOSAL

LONSKY CONSTRUCTION, LLC
48315 Deerwood Avenue
Rush City, MN 55069
(763) 238 – 1184
dan@lonskyconstruction.com

Date: April 23, 2023

PROPOSAL SUBMITTED TO	WORK TO BE PERFORMED AT
Name__Jason Davis_____	Homeowner__Flickabirds Resort_____
Street_____	Street__50091 Clover Trail_____
City_____ State_____	City__Rush City_____ State_MN, 55069___
Telephone_[redacted]_____	Telephone_____
Email_____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Building size: 40' (width) x 60' (length) x 14' (height)

- 24" x 10" poured footings dug 5ft down
- 3 ply laminated posts 6' o/c
- 2" x 8" .60 treated grade board
- 2" x 6" sidewall girts 2' o/c
- 4/12 roof pitch – 40-5-5 roof truss's 6' o/c
- 1650 MSR 2" x 4" roof purlins 2' o/c
- Universal vented ridge cap
- All 29g steel to be screwed on by color matched screws. (color(s) to be selected by homeowner; premium colors are a price upcharge)
- 2 – 12' wide x 12' tall overhead door openings on front gable end
- 1 – 10' wide x 10' tall overhead door opening on back gable end
- 2 – 3'x0 service/man doors
- Build 12' wide x 60' long open lean-to on each sidewall of building

~This is for the shell of the building only. Homeowner is responsible for prep of the building site. We require at least 10ft apron around the actual size of the building pad for machinery to be used. (For example, if building size is 30'x40', the prepped pad should be 50'x60'.) If this is not done, additional sand might be needed at the expense of the homeowner.
~Homeowner is responsible for obtaining the building permit.
*Lonsky Construction to haul away all steel related construction debris.
**Lonsky Construction is not liable for any yard damage if heavy machinery is needed
***There also might be temporary yard/grass damage where new materials are dropped/delivered if the materials are placed on grass.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of with payments to be made as follows:

Total: $69,260

*Due to city tax variations, sales tax not included in proposal and will be added to final invoice. Sales tax is on materials only, not the total price of the building.

1/2 down due upon acceptance of proposal, remaining amount due upon completion of Lonsky Construction's work; not including any overhead door installation due to subbing out to door companies, this is not Lonsky Construction's work and their installation times are out of our control.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability insurance on above work to be taken out by Lonsky Construction. If any legal action needs to be taken if faulty payment, no payment, or any other instances, homeowner is responsible for any/all legal fees. If the final invoice has not been paid within 30 days of the invoice date, it will accrue 1% interest every month thereafter.

Respectfully submitted ___Dan Lonsky_____

NOTE: This proposal may be withdrawn by us if not accepted within ___15 - 30___ days.

*Due to material prices fluctuating month to month, our proposals are good for 15-30 days. The proposal price might have to be re-evaluated if it has not been accepted within that time frame of the proposal date.

Acceptance of Proposal

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

Accepted_____Signature_____

Date_____ Signature_____

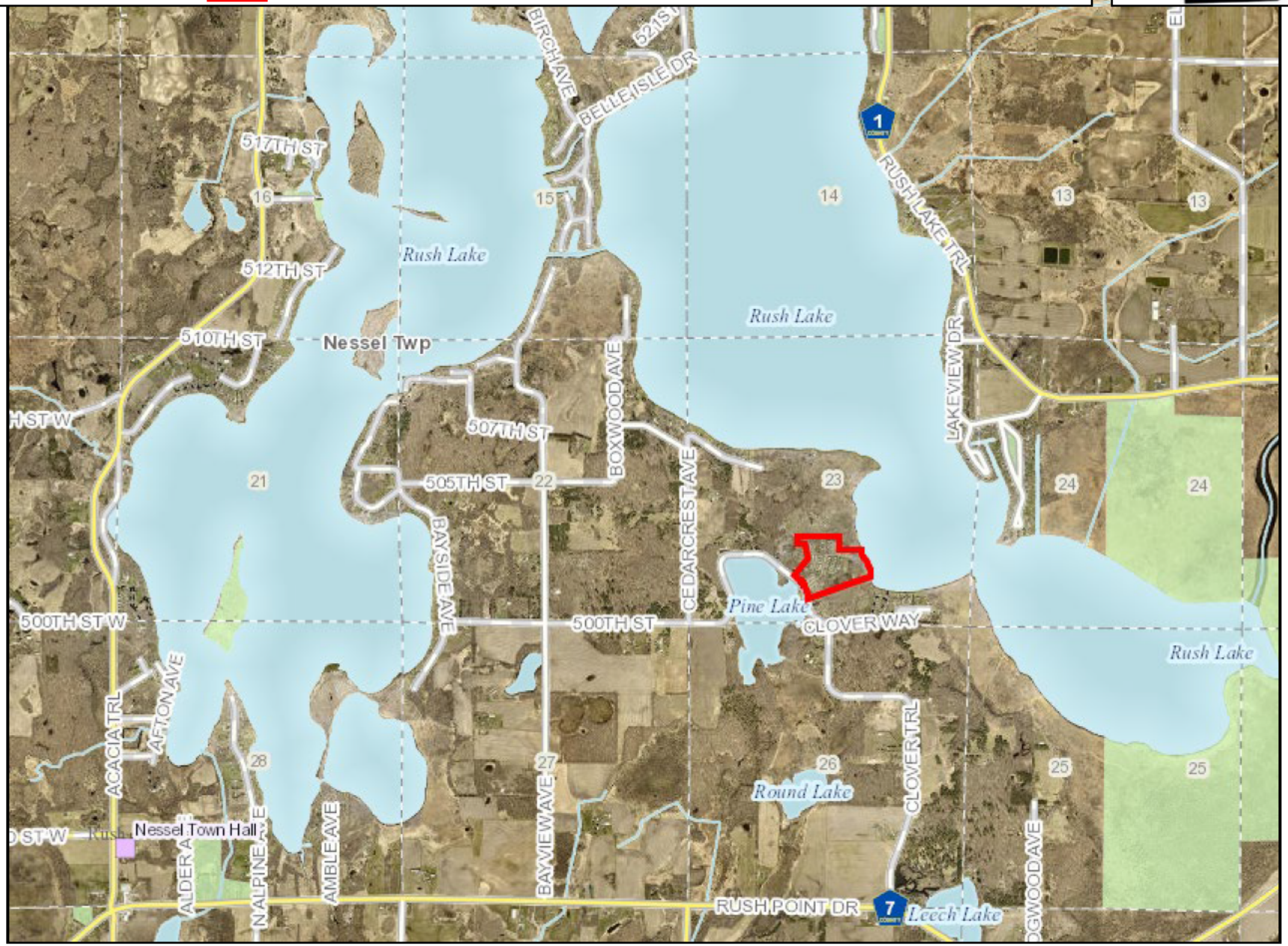
JDNH Properties, LLC and Nick Hammond – Property owner JDNH Properties, LLC and applicant Nick Hammond are requesting an Amendment to a Conditional Use Permit (CUP) allowing a recreational campground known as Flickabirds Resort. The proposed Amendments include an updated legal description and expansion of the use through construction of an accessory structure for storage purposes. The 23.46± acre subject site is zoned Agricultural (AG) District / Shoreland Management District and is located at 50091 Clover Trail in Nessel Township, S23, T37, R22 (PID 06.00520.22).

JDNH Properties, LLC Property -



JDNH Properties, LLC and Nick Hammond – Property owner JDNH Properties, LLC and applicant Nick Hammond are requesting an Amendment to a Conditional Use Permit (CUP) allowing a recreational campground known as Flickabirds Resort. The proposed Amendments include an updated legal description and expansion of the use through construction of an accessory structure for storage purposes. The 23.46± acre subject site is zoned Agricultural (AG) District / Shoreland Management District and is located at 50091 Clover Trail in Nessel Township, S23, T37, R22 (PID 06.00520.22).

JDNH Properties, LLC Property -



RESOLUTION NO. PC2023-0901

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN AMENDMENT TO A CONDITIONAL USE PERMIT ALLOWING A COMMERCIAL RECREATION AREA USE ON PROPERTY LOCATED AT 50091 CLOVER TRAIL IN NESSEL TOWNSHIP

WHEREAS, JDNH Properties, LLC, property owner, and Nick Hammond, applicant, submitted an application dated received July 7, 2023 and considered complete on August 3, 2023 for an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use known as Flickabirds Resort on property located at 50091 Clover Trail in Nessel Township; and

WHEREAS, the original Conditional Use Permit was granted by the Chisago County Board of Commissioners on August 17, 2005 and the approval was filed by the Chisago County Recorder's Office as Document No. A-458888; and

WHEREAS, the Chisago County Board of Commissioners granted four subsequent Amendments to the Conditional Use Permit on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017; and

WHEREAS, the property owner and applicant wish to Amend the Conditional Use Permit in order to expand the use by constructing an accessory structure for storage purposes and modify the legal description following a recent land acquisition; and

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

WHEREAS, the subject site is legally described as:

PID 06.00520.22

Lot 2, Block 1, Flickabirds, Chisago County, Minnesota. AND That part of Lot 1, Block 1, Flickabirds, Chisago County, Minnesota, described as follows: Beginning at the most northeasterly corner of said Lot 1; thence North 89 degrees 57 minutes 02 seconds West, assumed bearing, and along the North line of said Lot 1, a distance of 125.00 feet; thence South at a right angle a distance of 125.00 feet; thence East at a right angle and to the intersection with a line bearing South 11 degrees 17 minutes 50 seconds East (said line also being the East line of said Lot 1) from the point of beginning; thence North 11 degrees 17 minutes 50 seconds West to the point of beginning and there terminating.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner and/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and Conditional Use Permit Amendments and made the following findings per Zoning Ordinance Section 8.04:

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

Finding #1 *The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage the type of activity which will draw visitors to Chisago County, including different types of outdoor recreation. Among those identified goals and policies are the following:*

Natural Resources Goal: Prime scenic views and historic landscapes will be recognized as an important local amenity and an increasingly desirable local amenity drawing outside revenue from visitors that is vital to the local economy.

Policies:

1. *Identify and protect quality of visitor experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings, and prime areas for flora study and wildlife viewing, and public and private open spaces amenable to low impact outdoors recreation.*

Economic Development Goal: Provide for a range of economic diversity and development opportunities in the County.

Policies:

1. *Promote natural amenities in the County as assets to economic development and business opportunity.*
2. *Promote tourism as an expanding opportunity for employment and tax base.*
3. *Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

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 subject site is a tourist / entertainment destination, drawing visitors to the site for commercial recreation activities such as camping and dining. The proposed use / Amendment – including an accessory structure and modified legal description – will not in itself generate any additional visitors. Therefore, the County finds that the proposed use / Amendment will not generate any increased demand upon existing parks or other public facilities or amenities.*

Factors #3 and #4 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; The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Findings #3 and #4 *The proposed use is an expansion of an existing outdoor Commercial Recreation Area use through construction of an accessory structure intended for storage purposes and a modification of the legal description. The proposed structure is shown to be located in an area adjacent to two neighboring properties, one being used for residential and commercial purposes and one being used for residential purposes. The site of the proposed structure is heavily wooded as are the adjacent areas on the two neighboring properties. Further, the applicant has provided a rendering and a materials list which show that the proposed structure will have an appearance consistent with pole buildings generally found in the County's Agricultural (AG) District and consistent with pole buildings / structures found on the two neighboring properties. Therefore, the County*

finds that the proposed structure will be adequately screened from adjacent development and will have an appearance which is in keeping with the AG District and surrounding area. The County further finds that the proposed legal description modification will have no impact upon adjacent properties.

Factors #5 and #6 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;
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;

Findings #5 and #6 *The proposed use is in keeping with the overall goals of the County as described in Finding #1. Further, the subject property is zoned Agricultural (AG) District and the Zoning Ordinance specifically allows the existing use with approval of a Conditional Use Permit and the proposed use with approval of a Conditional Use Permit Amendment. The County granted the original Conditional Use Permit in 2005 and the County has granted four subsequent Amendments since 2005, suggesting that the County believes that the use meets the overall land use goals of the County and that the use is consistent with the purposes of the Zoning Ordinance and the purposes of the AG District. Therefore, the County finds that the proposed use / Amendment complies with goals established within the Comprehensive Plan, the purposes and intent of the Zoning Ordinance, and the purposes of the AG District.*

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

Finding #7 *The proposed Amendments – being an accessory structure for storage purposes and a modified legal description – will not cause any change or increase in traffic generated at the subject site. The proposed structure is intended for storage purposes only. Therefore, the County finds that the proposed use / Amendments will not cause traffic hazards or congestion.*

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

Finding #8 *Based on application materials, the proposed use (accessory structure) will have an appearance in keeping with accessory structures commonly found in the County's Agricultural (AG) District as well as accessory structures within the surrounding area. The proposed use of the structure – being storage – and the proposed building materials suggest that the structure will likely have minimal impacts on factors such as noise or glare. Therefore, the County finds that the proposed use / Amendment will not have any adverse impacts to 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 Conditional Use Permit Amendment, subject to the following conditions:

1. This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011,

and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:

   a. Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,

   b. Modification of the legal description to include recently acquired land.

2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.
5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.
12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14' x 28') to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.
23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.
24. The camp store cannot be advertised to the general public as a retail store.
25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

It is suggested, but not required that the Mells offer a "goodwill gesture" on the matter of dust control.

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.
28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.
29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of September, 2023.

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

_____
Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **13**
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Treatment	
Action Requested by: Kurt Schneider Director	***Department:*** Environmental Services/Zoning - on behalf of the LID

Previous Action on this Matter: Since 2016, the Lake Improvement District Board of Commissioners approved funding to treat populations of Invasive Phragmites as part of the AIS Partnership Program.

Background: Invasive phragmites has been spreading throughout the LID. Invasive phragmites is a semi-aquatic, tall, aggressively growing perennial grass that can take over large areas of wetland and shoreline, push out native vegetation, and reduce habitat quality for wildlife.

Since 2016, area Lake Associations have been conducting surveys and treatment of Invasive Phragmites, with financial reimbursement from the LID. The workload of completing the surveys and coordinating the treatment was burdensome for the Lake Association volunteers and in February 2023, the LID agreed to conduct the surveys and treatments on area lakes. The LID plans to hire a Lakes Management Inc. to treat populations of Invasive Phragmites that were located on area lakes. Treatment on area lakes will not exceed $6,000.

The LID also plans to hire a Minnesota Native Landscapes to retreat populations of Invasive Phragmites that were treated by drone applications in 2022. Retreatment of these sites will not exceed $10,000.

The combined cost of these contracts will not exceed $16,000, On September 11, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with Minnesota Native Landscapes and Lakes Management Inc. to carry out treatment of Invasive Phragmites within the Chisago Lakes Lake Improvement District. No direct County levy funds are requested.

The purpose of this RBA is to approve both contracts, Minnesota Native Landscapes & Lakes Management Inc., and the budget adjustment request of an additional $16,000 from the fund balance of the LID to be allocated for treatment of Invasive Phragmites within the Chisago Lakes Lake Improvement District. The 2023 LID levy remains unchanged with no additions or deletions to the levy.

Attachment(s):

- 2023 Minnesota Native Landscape Phragmites Treatment Quote
- 2023 Minnesota Native Landscape Service Contract
- 2023 Lakes Management Inc. Quote
- 2023 Lakes Management Inc. Service Contract
- 2023 Budget Adjustment Form – CLLID Budget
- Reallocation/Adjustment Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board

affirmatively consider approving 2022 Minnesota Native Landscape Service Contract for LID treatment for Invasive Phragmites. The suggested motion to approve this action is as follows:

"Move to Approve 2023 Lakes Management Inc. & Minnesota Native Landscapes Service Contracts & Budget Adjustment for LID treatment of Invasive Phragmites."

Implications of Action: The requested Board action would authorize $16,000 toward 2023 LID treatment of Invasive Phragmites.

Budget/Financial Implications*:* Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID 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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Minnesota Native Landscapes, 8740 77th Street NE, Otsego, MN 55362, 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 services; and,

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is in need of services to apply herbicide to roadside and non-roadside populations of invasive phragmites within the Lake Improvement District boundaries as mapped.

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents that 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 September 1, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until October 15, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS AND MERGER**. This services contract consists of this Services Contract and CONTRACTOR'S provided rates, dated 08/13/2023, which is attached hereto and incorporated herein as **Attachment A.** To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.

III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**

A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will obtain necessary permits and notify local units of government, along with adjacent landowners.

B. CONTRACTOR will conduct herbicide applications for roadside populations of invasive Phragmites within the LID boundaries s mapped. CONTRACTOR will follow University of Minnesota recommendations for fall herbicide invasive Phragmites control which includes:
   a. Use glyphosate or imazapyr, alone or in combination.
   b. Use an approved aquatic surfactant, i.e. those that are practically non-toxic or only slightly toxic to aquatic organisms. Vendors from this list sell approved aquatic surfactants: https://files.dnr.state.mn.us/fish_wildlife/fisheries/apm/companies_selling_approved_aquatic_herbicides.pdf
   c. Treatment needs to take place between mid-August and prior to a killing frost, no later than October 10. Treatment after killing frost is not likely to be effective.

d. Herbicide products formulated for use over water are required for treating Phragmites growing in standing water.
e. Application of imazapyr (Habitat) to water can only be made by certified aquatic pest control applicators.
f. Follow all label requirements.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration.

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall not exceed Six Thousand Dollars ($6,000.00). All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **Attachment A.**

Treatment Area and method to be selected by and approved by the Lake Improvement District Administrator (Benjamin Elfelt) prior to treatment.

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.

V. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Benjamin Elfelt
Administrator, Chisago Lakes Lake Improvement District
Address: 313 North Main Street, Suite 240, Center City, MN 55012
Telephone: (651) 213-8383
E-Mail: Benjamin.elfelt@chisagocountymn.gov
Fax:

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Chris Hoye, Manager of Vegetation Management
Company: Minnesota Native Landscape Corp

Company: 8740 77th Street NE, Otsego, MN 55362
Telephone: (763) 295-0010
E-Mail: chris.hoye@mnlcorp.com
Fax:

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. 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.

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

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

IX. **INSURANCE**. During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

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

XI **MINNESOTA STATUTE §181.59**.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction 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.

XII. **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.

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

XVI. **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.

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

XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Minnesota Native Landscape Corp.

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:
Date:

REVIEWED AND APPROVED AS TO FORM:

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

Chisago Lakes Lake Improvement District 2023 Rates

- **Spot Spraying:**

Includes crew member, spot spraying equipment and herbicide.

Item	Unit	Price
Mobilization	Person/Day	$150
Herbicide Treatment	Hour	$125

***Minimum 3 hours**

- **UTV Spraying:**

Includes an applicator and operator (two people), UTV with spray tank and herbicide.

Item	Unit	Price
Mobilization	Day	$550
Herbicide Treatment	Hour	$345

***Minimum 3 hours**

- **Marsh Master Spraying:**

Includes an applicator and operator (two people), UTV with spray tank and herbicide.

Item	Unit	Price
Mobilization	Day	$1500
Herbicide Treatment	Hour	$455

***Minimum 3 hours**

MNL will charge a mobilization/administration fee for each person working/dispatched or each piece of equipment dispatched. In addition to a daily mobilization charge, an hourly service rate will be charged for each labor hour locating and treating targeted weed species. A typical day will be assessed around $1025.00 per crew member utilizing backpacks. This would include the mobilization charge and seven hours of locating and treating the targeted weeds at the various sites.

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Lake Management Inc, 10400 185th St North, Marine on Saint Croix, MN 55047, 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 services; and,

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is in need of services to apply herbicide to roadside and non-roadside populations of invasive phragmites within the Lake Improvement District boundaries as mapped.

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents that 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 September 1, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until October 15, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS AND MERGER**. This services contract consists of this Services Contract and CONTRACTOR'S provided rates, dated 09/13/2023, which is attached hereto and incorporated herein as **Attachment A.** To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.

III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**

A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will obtain necessary permits and notify local units of government, along with adjacent landowners.

Treatment Area and method to be selected by and approved by the Lake Improvement District Administrator (Benjamin Elfelt) prior to treatment.

B. CONTRACTOR will conduct herbicide applications for roadside populations of invasive Phragmites within the LID boundaries s mapped. CONTRACTOR will follow University of Minnesota recommendations for fall herbicide invasive Phragmites control which includes:
   a. Use glyphosate or imazapyr, alone or in combination.
   b. Use an approved aquatic surfactant, i.e. those that are practically non-toxic or only slightly toxic to aquatic organisms. Vendors from this list sell approved aquatic surfactants:
   https://files.dnr.state.mn.us/fish_wildlife/fisheries/apm/companies_selling_approved_aquatic_herbicides.pdf

c. Treatment needs to take place between mid-August and prior to a killing frost, no later than October 15. Treatment after killing frost is not likely to be effective.
d. Herbicide products formulated for use over water are required for treating Phragmites growing in standing water.
e. Application of imazapyr (Habitat) to water can only be made by certified aquatic pest control applicators.
f. Follow all label requirements.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration.

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall not exceed Six Thousand Dollars ($6,000.00). All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **Attachment A.**

Treatment Area and method to be selected by and approved by the Lake Improvement District Administrator (Benjamin Elfelt) prior to treatment.

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.

V. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Benjamin Elfelt Administrator, Chisago Lakes Lake Improvement District
Address:	313 North Main Street, Suite 240, Center City, MN 55012
Telephone:	(651) 213-8383
E-Mail:	Benjamin.elfelt@chisagocountymn.gov
Fax:	

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Mike O'Connell
Company: Lakes Management Inc.
Company: 10400 185th St North, Marine on Saint Croix, MN 55047
Telephone: (651)-433-3283
E-Mail: mike@lakemanagemntinc.com
Fax:

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. 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.

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

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

IX. **INSURANCE**. During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

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

XI **MINNESOTA STATUTE §181.59**.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction 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.

XII. **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.

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

XVI. **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.

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

XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Lake Management Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

REVIEWED AND APPROVED AS TO FORM:

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

LAKE MANAGEMENT, INC.

Minnesota Operations
10400 185th Street North
Marine on St. Croix, MN 55047
(651) 433-3283 Phone Fax # (651) 433-5316
Email: info@lakemanagementinc.com

PROPOSAL FOR AQUATIC NUISANCE MANAGEMENT PROGRAM 2023

Submitted to:

Date: September 13, 2023

Chisago Lake Lake Improvement District
C/O Benjamin Elfelt
313 N Main St, Ste 240
Center City, MN 55012

Phone: (651) 213-8383
Email: Benjamin.elfelt@chisagocountymn.gov

Attachment A

Lake Management, Inc. proposes to furnish at its expense, all of the necessary materials, subject to state and federal regulations, equipment and labor as well as to direct and administer treatment as needed for the control of phragmites in the water area described as follows:

2023 Phragmites Control Program, Chisago County Lakes
Treatment areas and method to be selected and approved by the LID(Benjamin Elfelt) prior to treatment.

Application of imazapyr/glyphosate with non-ionic surfactant for the control of phragmites $281.00/hr

Lake Management estimates 9.25 total hours for project completion.

Applications to use recommended label rates. Treatments to be completed prior to October 15th or killing frost. Total project cost not to exceed $6,000.00

Applications to adhere to MN DNR permit(s) and protocols.

Required additional insured certificate of insurance.....$150.00

In consideration of the goods and materials furnished, use of equipment and services rendered, payment is to be:

To Be Determined **Dollars ($ TBD)**

Terms: Net 30 days

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 $16,000 from the fund balance of the LID to be allocated for the Chisago Lakes Lake Improvement District 2023 for AIS Treatment. The 2023 LID levy remains unchanged with no additions or deletions to the levy. On September 11, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with Minnesota Native Landscapes and Lakes Management to carry out terrestrial and aquatic treatment of Invasive Phragmites. 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:

2023 Budget Adjustment

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
Invasive Species	**18**	**618**	**0000**	**0000**	**6840**		16,000
Total Revenue & (Expenditures)						$0	$16,000
Net Revenue/ (Expenditure) change vs. 2022 Budget							$16,000

	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.

Chisago County Request for Board Action

Meeting Date: September 20, 2023	***Item Number:*** **14**
Title of Item for Consideration: Report and Recommendations from the September 13, 2023 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners

Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its September 13th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

Current Year-to-Date Financial Update:

The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. **The Committee recommended accepting the reports.**

Children Initiative Presentation

Nancy Hoffman, Director of the Chisago County HRA-EDA, Lanay Miller, Chisago County HHS, and Shelly Kunz from First Children's Finance presented to the Committee the Chisago County Child Care Coalition mission and request for ARPA funding.

The Committee recommended funding a grant of $75,000 from ARPA -0356 ADM: Childcare Provider Training Assistance to Chisago County HRA-EDA for the Chisago County Child Care Coalition

2024 HRA-EDA Budget

Nancy Hoffman, Director of the HRA-EDA, presented the Committee the 2024 HRA-EDA budget. The Committee recommended funding the HRA-EDA 2024 at $700,000.

2024 Budget and Levy Budget Discussion:

The Committee discussed the 2024 Operating and CIP Budget and the 2024 Property Tax Levy.

The Committee recommend a preliminary levy of 3.30% or an increase in the levy of $1,509,778 from 2023 for a total levy of $47,250,638. The total budget would be $87,356,166.

2024 CIP and ARPA:

The Committee discussed the 2024 CIP department requests, the currently unspent but previously allocated ARPA funds and the new Public Safety Funds.

The Committee recommended moving $21,045 from the 2023 Unallocated CIP and apply it to the

2024 CIP.

The Committee also recommended using $28,163 from 2023 Unallocated CIP funds to pay the 2023 OpenGov invoice and authorize this payment as an Auditor Warrant.

The Committee also recommended using $31,720 from 2023 Unallocated CIP to pay for overage of ARPA-0062 ENTS: Replace Ceiling Tiles in 1989 side of Gov't Center.

Attachment:

- September 13th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the September 13th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the September 13th Budget and Finance Report ."

And

"Move to approve a grant of $75,000 to the HRA-EDA for use by the Chisago County Child Care Coalition."

And

"Move to approve the Chisago County HRA-EDA 2024 Budget request of $700,000."

And

"move to approve setting the preliminary levy at a 3.30% increase or an increase in the levy of $1,509,778 from 2023 for a total levy of $47,250,638. The total budget would be $87,356,166.".

And

"move to approve moving $21,045 from the 2023 Unallocated CIP and apply it to the2024 CIP."

And

"move to approve using $28,163 from 2023 Unallocated CIP funds to pay the 2023 OpenGov invoice and authorize this payment as an Auditor Warrant."

And

"Move to approve using $31,720 from 2023 Unallocated CIP to pay for overage of ARPA-0062 ENTS: Replace Ceiling Tiles in 1989 side of Gov't Center."

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

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

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

Administrator's Recommendation

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

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, September 13, 2023

3:00 PM • Boardroom

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

PROPOSED AGENDA

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

II. Childcare Initiative Presentation

III. 2024 HRA-EDA Budget

IV. 2024 CIP and ARPA Funding – Expenditures
   - a. 2024-2028 DRAFT CIP Book (available at meeting)
   - b. Current ARPA Allocations
   - c. Chisago County Historical Society Request
   - d. Ceiling Tile Replacement in 1989 Building
   - e. Other ARPA Requests

AFTER B/F

Chisago County Cooperation Initiative (CCCI) Meeting

@ 6:30 p.m. at Chisago Lakes Townhall

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 08/31/2023
67% OF YEAR COMPLETE

TAB I.

	2023 Budget As Amended	As of 08/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200	126,983	79%	MICA dues paid in Feb Per Diems
District Court	212,500	121,510	57%	
Law Library (Restricted)	161,092	28,813	18%	
County Administrator	71,800	80,186	112%	Misc dues paid in Feb Conferences & Training Mileage
Auditor-Treasurer	28,110	12,871	46%	
Audit	100,000	12,768	13%	
Assessor	39,400	21,914	56%	
Enterprise Services	3,903,842	2,395,837	61%	
Central Services	113,589	60,502	53%	
Elections	202,725	49,120	24%	
County Attorney	71,450	48,282	68%	Misc dues paid in Feb
County Attorney Forfeiture (Restricted)	29,417	91	0%	
Recorder	16,950	11,369	67%	1st Half Title Examiner Fees
Recorder Compliance/Technology (Restricted)	2,270,318	32,907	1%	
Maintenance	1,005,378	659,882	66%	
Planning & Zoning	261,500	133,909	51%	
General Government	2,489,563	3,517,476	141%	Longevity Bonuses ($672k of $929k) Worker's Comp/General Ins pymts HRA-EDA Loan ARPA Expenses ($1.5M)
Contingency	109,747	-	0%	
Sheriff	1,001,663	707,650	71%	Misc dues paid in Feb AXON annual pymt Squad Repairs
Sheriff Forfeitures (Restricted)	35,320	17,764	50%	
Boat & Water (Restricted)	-	-		
Sheriff's Reserve (Restricted)	10,903	4,661	43%	
Snowmobile Safety (Restricted)	-	-		
Sheriff's Contingency (Restricted)	4,828	-	0%	
Gun Permits (Restricted)	181,846	16,194	9%	
Project Lifesaver (Restricted)	5,121	-	0%	
Public Safety Grants (Restricted)	114,453	107,175	94%	
Coroner	153,159	77,045	50%	1st Half Fees
County Jail	742,150	385,407	52%	
Jail Canteen (Restricted)	136,391	55,826	41%	
Probation & Parole	138,106	116,810	85%	1st & 2nd Half Sentence to Serve Fees
Emergency Management	44,580	32,179	72%	2023 CODERED Svc Fee
E-911 (Restricted)	371,715	-	0%	
Controlled Substances - Share of Fines (Restricted)	3,730	-	0%	
Historical Society	35,210	30,210	86%	1st & 2nd Half Allocation
Regional Library	748,331	748,331	100%	Full Allocation paid
Parks	131,000	61,415	47%	
County Agricultural Society	16,000	16,000	100%	Full Allocation paid
County Extension Services	138,700	75,645	55%	
Soil & Water	150,000	150,000	100%	Full Allocation paid
Water Quality Grant (Restricted)	359,089	5,736	2%	
Sewer Grants (Restricted)	43,344	500	1%	
Wetland Grant (Restricted)	5,000	5,000	100%	
Watercraft Inspection (Restricted)	141,731	6,991	5%	
Economic Development	70,000	34,311	49%	Tax Abatements
TOTAL GENERAL FUND	***$ 16,030,951***	***$ 9,969,270***	***62%***	
SELF INSURANCE FUND				
Other General Government	300,000	-	0%	
TOTAL SELF INSURANCE FUND	***$ 300,000***	***$ -***	***0%***	
ROAD AND BRIDGE FUND				
Surveyor	20,788	14,782	71%	Equipment purchase
Highway Administration	38,500	20,393	53%	
Highway Engineering	2,646,450	733,340	28%	
Highway Construction	12,000,000	5,066,578	42%	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 08/31/2023
67% OF YEAR COMPLETE

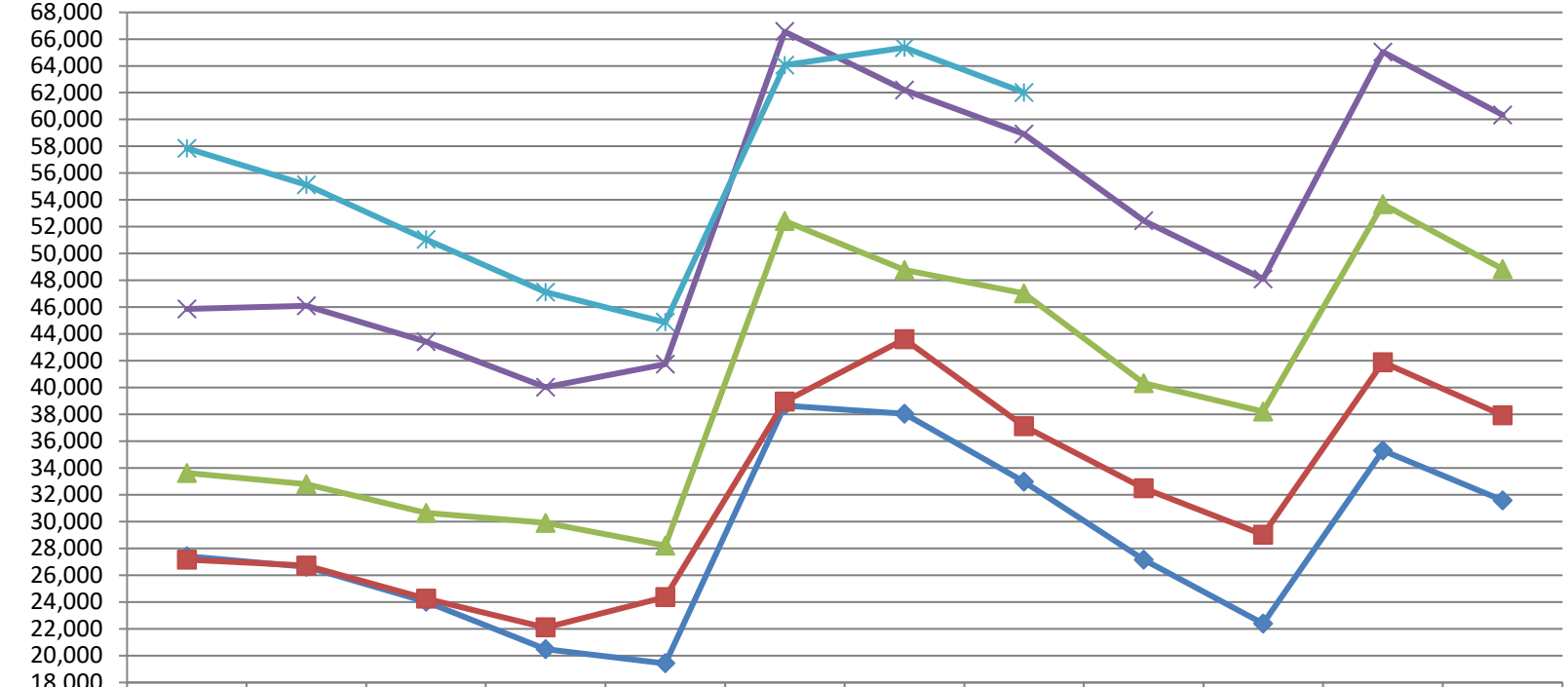
	2023 Budget As Amended	As of 08/31/2023	% of Budget	Notes
Highway Maintenance	2,739,300	1,636,748	60%	
				Equipment repairs; Gas and Oil
Equipment Maintenance/Shop	898,700	758,433	84%	Vehicle purchase has matching revenue
Traffic Operations	391,500	208,480	53%	
TOTAL ROAD AND BRIDGE FUND	***$ 18,735,238***	***$ 8,438,754***	***45%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150	20,505	55%	
Income Maintenance	868,800	535,612	62%	
Social Services	3,918,493	2,010,206	51%	
Public Health Nursing	343,470	202,061	59%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,167,913***	***$ 2,768,384***	***54%***	
BUILDING FUND				
				Honeywell lease payment
General Government	657,012	603,439	92%	Honeywell Phase II
Score Grant Fund	17,000	-	0%	
TOTAL BUILDING FUND	***$ 674,012***	***$ 603,439***	***90%***	
CAPITAL EQUIPMENT FUND				
Administration	34,740	8,040	23%	
Armer Radio - Replacement Fund	230,930	-	0%	
Auditor-Treasurer *(Elections)*	189,880	61,300	32%	
Enterprise Servcies	993,036	580,880	58%	
HHS	80,000	-	0%	
Maintenance	227,772	105,540	46%	
Other General Government *(Unallocated)*	128,061	-	0%	
Sheriff	627,179	385,384	61%	
Highway	968,530	370,181	38%	
Parks	357,824	73,531	21%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,837,952***	***$ 1,584,856***	***41%***	
SOLID WASTE FUND				
Score Grant Fund	263,250	74,610	28%	
HHW Operations	721,250	185,863	26%	
TOTAL SOLID WASTE FUND	***$ 984,500***	***$ 260,473***	***26%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802	407,271	29%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802***	***$ 407,271***	***29%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	219,650	80,654	37%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 219,650***	***$ 80,654***	***37%***	
DEBT SERVICE FUND				
Road Debt	2,009,910	1,860,131	93%	Principal + Interest
HHS Debt	261,765	242,384	93%	Principal + Interest
Library Debt	469,088	436,435	93%	Principal + Interest
Jail Debt	1,048,465	992,153	95%	Principal + Interest
Business Park Bonds	241,815	228,254	94%	Principal + Interest
Capital Projects	667,199	632,974	95%	Principal + Interest
TOTAL DEBT SERVICE FUND	***$ 4,698,242***	***$ 4,392,331***	***93%***	
TOTAL ALL FUNDS	***$ 52,045,260***	***$ 28,505,432***	***55%***	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 08/31/2023
67% OF YEAR COMPLETE

	2023 Budget	As of 08/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	$ 224,952	$ 148,337	66%	
County Administrator	710,811	456,228	64%	
Auditor-Treasurer	755,366	535,719	71%	Retiree payout - transferred Q3
Assessor	890,015	609,082	68%	
Enterprise Services	1,995,626	1,315,906	66%	
County Attorney	2,147,207	1,465,904	68%	
Recorder	394,525	239,228	61%	
Maintenance	609,626	383,176	63%	
Planning & Zoning	930,468	619,470	67%	
Sheriff	6,798,558	4,419,407	65%	
Public Safety Grants	21,180	-	0%	Wages transferred at year end
County Jail	3,684,060	2,447,041	66%	
Probation & Parole	1,128,769	762,378	68%	
Emergency Management	112,864	79,680	71%	
Parks	379,994	253,094	67%	
Water Quality Grant	105,931	87,915	83%	
Wetland Grant	105,443	70,900	67%	
Watercraft Inspection	212,401	119,169	56%	Seasonal
Non-Levy Departments	669,214	507,127	76%	
TOTAL GENERAL FUND	***$ 21,877,010***	***$ 14,519,761***	***66%***	
ROAD AND BRIDGE FUND				
Surveyor	$ 156,712	$ 103,904	66%	
Highway Administration	360,716	240,717	67%	
Highway Engineering	997,380	669,903	67%	
Highway Maintenance	1,679,032	1,184,670	71%	
Equipment Maintenance/Shop	485,665	351,323	72%	
Traffic Operations	212,630	95,297	45%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135***	***$ 2,645,814***	***68%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	$ 249,951	$ 135,996	54%	
Income Maintenance	2,970,611	1,910,473	64%	
Social Services	6,644,566	4,464,502	67%	
Public Health Nursing	1,766,878	1,114,227	63%	
Opioid Settlement	-	3,508		Has offsetting Revenue
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006***	***$ 7,628,706***	***66%***	
SOLID WASTE FUND				
Score Grant Fund	$ 55,045	$ 38,713	70%	
HHW Operations	159,004	109,099	69%	
TOTAL SOLID WASTE FUND	***$ 214,049***	***$ 147,812***	***69%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	$ 141,520	$ 120,222	85%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520***	***$ 120,222***	***85%***	
TOTAL ALL FUNDS	***$ 37,756,720***	***$ 25,062,315***	***66%***	

Fund Balance (000's)

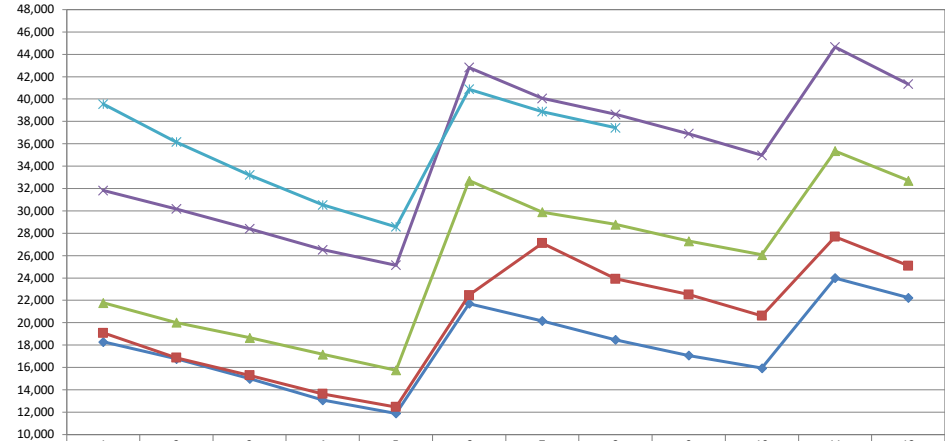
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



	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	65,362	62,003				

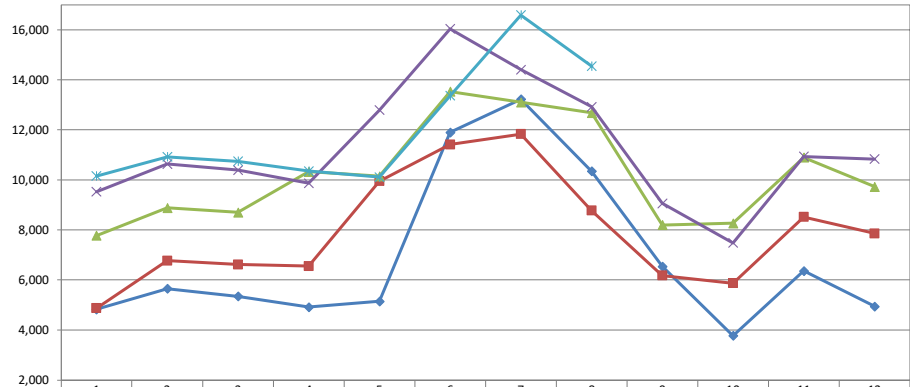
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2019-2023



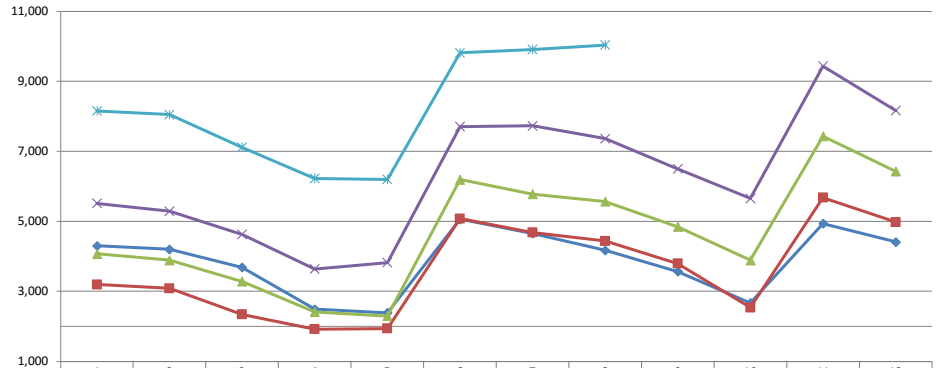
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	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	38,871	37,426				

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	16,583	14,537				

Health & Human Services: Cash Fund Balance by Month 2019-2023



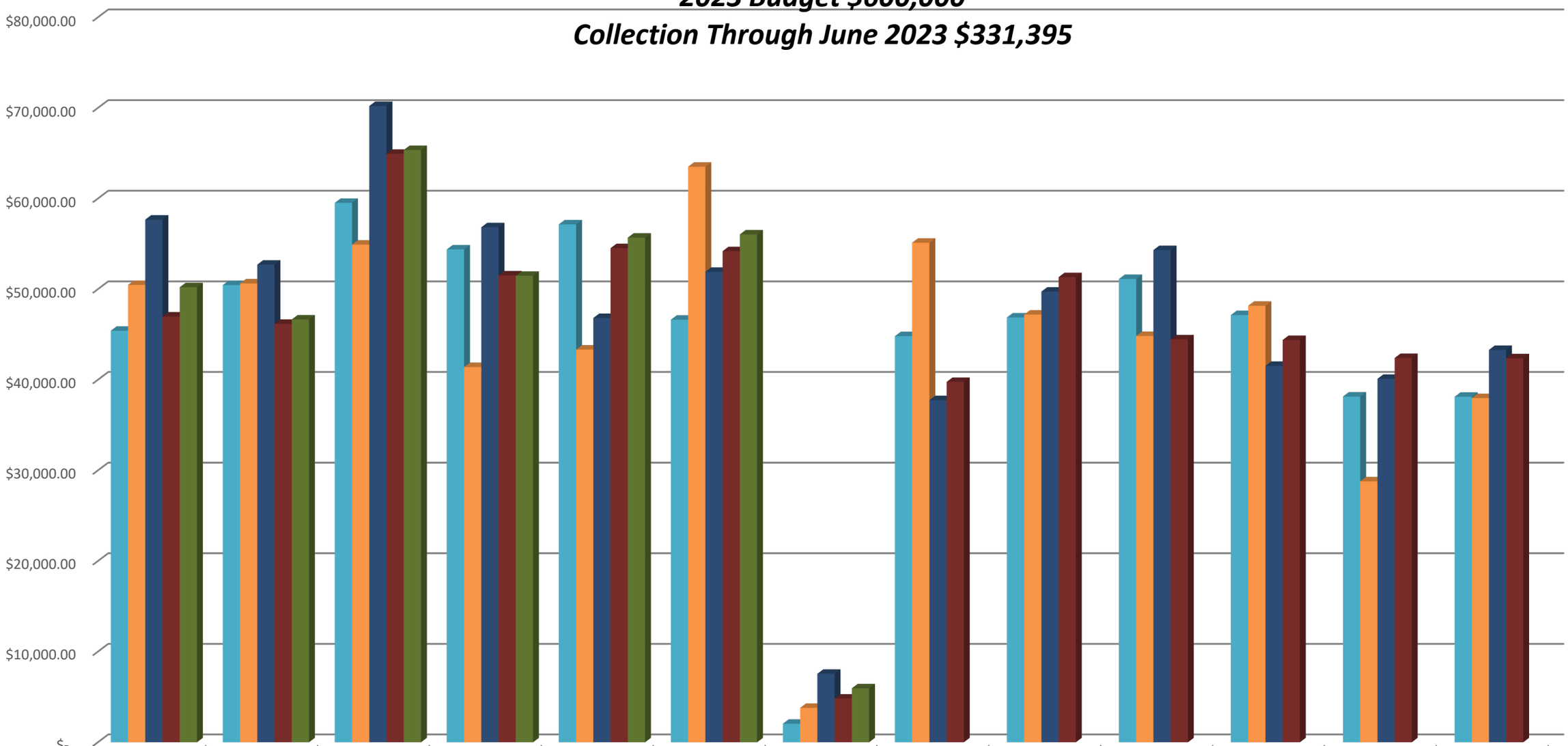
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163
2023	8,152	8,049	7,110	6,226	6,201	9,814	9,908	10,040				

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through June 2023 $331,395



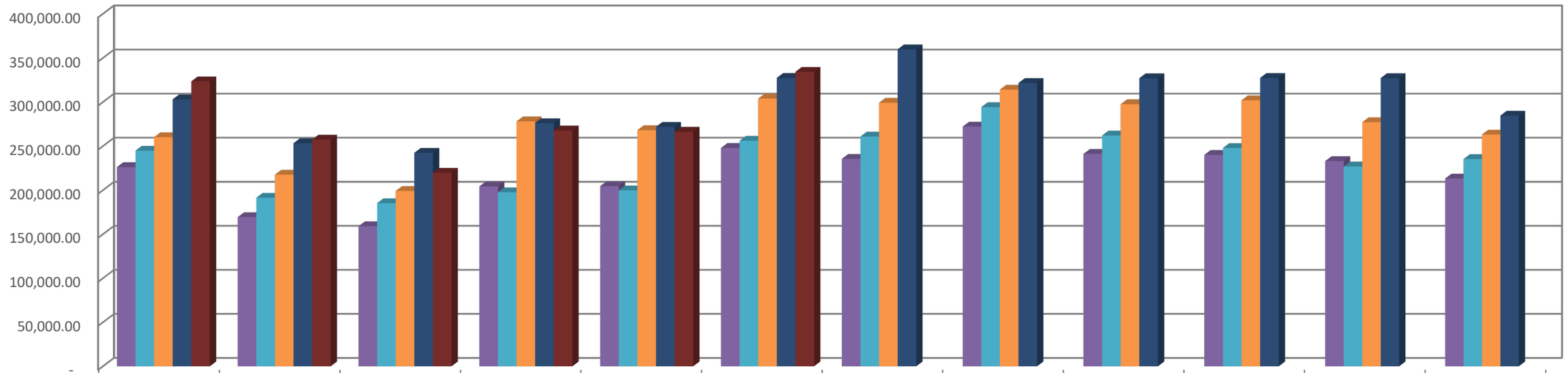
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$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	$55,686.04	$56,045.62	$5,954.89						

Sales Tax

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through June 2023 $1,669,098



	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	266,348.40	334,268.17						

2023 Capital Improvement Plan
Budget to Actual
As of August 31, 2023

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	**N/A**	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
NB Library - Office blinds replacement	**2023 ADD**	UNALLOCATED	3,240	(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**	**(8,040)**	**26,700**
Total			**$ 34,740**	**$ (8,040)**	**$ 26,700**

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**	**(21,000)**	**59,000**
Election Equipment Replacement Fund	**AUD-0137**	2023 CIP BUDGET	59,000	-	59,000
Electronic Pollbook Replacement	**AUD-0138**	2023 CIP BUDGET	21,000	(16,170)	4,830
Election Results - Storage Media	**AUD-0139**	2023 CIP BUDGET	4,500	-	4,500
GovAP	**2023 ADD**	UNALLOCATED	15,000	(13,750)	1,250
LeaseQuery	**2023 ADD**	UNALLOCATED	10,380	(10,380)	-
Total 2023 CIP Budget			**109,880**	**(40,300)**	**69,580**
Grand Total			**$ 189,880**	**$ (61,300)**	**$ 128,580**

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	(45,950)	4,050
Cameras at PSC	**ENTS-0184**	CARRYOVER	37,272	(35,528)	1,744
Total Carryover from 2022			**104,772**	**(81,478)**	**23,294**
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
Public Works Cellular Service	**2023 ADD**	UNALLOCATED	29,480	(14,740)	14,740
Total 2023 CIP Budget			**152,480**	**(24,062)**	**113,678**
Grand Total			**$ 257,252**	**$ (105,540)**	**$ 136,972**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	130,014	43,811	173,825
Total Revenue			**130,014**	**43,811**	**173,825**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2023 CIP BUDGET	372,926	(289,215)	83,711
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	(22,698)	24,052
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**	**(385,384)**	**111,781**
Grand Total			**$ 627,179**	**$ (341,573)**	**$ 285,606**

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	(220,000)	-
Hydrant Replacement	**N/A**	CARRYOVER	10,073	-	10,073
Total Carryover from 2022			**424,530**	**(277,894)**	**146,636**
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	(18,287)	31,713
Total 2023 CIP Budget			**544,000**	**(92,287)**	**451,713**
Grand Total			**$ 968,530**	**$ (370,181)**	**$ 598,349**

2023 Capital Improvement Plan
Budget to Actual
As of August 31, 2023

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Swedish Immigrant Trail Erosion Control Measures	**ENVS-0105**	CARRYOVER	19,000	-	19,000
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			**249,824**	**(21,279)**	**228,545**
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	19,000	(19,000)	-
Swedish Immigrant Regional Trail Pavement Repair	**ENVS-0116**	2023 CIP BUDGET	3,500	(3,500)	-
Parks 1998 Tractor Trailer Replacement	**ENVS-0118**	2023 CIP BUDGET	12,709	(12,709)	-
Parks 2001 Trailer Replacement	**ENVS-0119**	2023 CIP BUDGET	3,104	(3,104)	-
Parks Maintenance Facility Well	**ENVS-0239**	2023 CIP BUDGET	13,939	(13,939)	-
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	**ENVS-0241**	2023 CIP BUDGET	39,687	-	39,687
Total 2023 CIP Budget			**106,939**	**(52,252)**	**54,687**
Grand Total			**$ 356,763**	**(73,531)**	**$ 283,232**

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	(494,956)	20,970
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**	**(563,630)**	**263,756**
Grand Total			**$ 993,036**	**$ (580,880)**	**$ 412,156**

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)		
Public Works Cellular Service	Allocated at 07/12/23 meeting	TO MAINTENANCE	(29,480)		
LeaseQuery	Allocated at 08/09/23 meeting	TO AUD/TREAS	(10,380)		
Total			**$ 98,581**	**$ -**	**$ 98,581**
ARMER			**$ 230,930**	**-**	**$ 230,930**
TOTAL ALL DEPARTMENTS			**$ 3,836,891**	**$ (1,584,856)**	**$ 2,237,295**

ARPA Expenses
Budget to Actual
As of August 31, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 692,781	$ (44,455)	$ (24,640)	$ 623,686
ARPA-0335 ADM	Broadband	1,764,000	(79,960)	(438,115)	1,245,925
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	254,941	-	-	254,941
		$ 3,457,797	**$ (771,794)**	**$ (462,755)**	**$ 2,223,248**

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)	(13,325)	89,118
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(18,290)	17,533
2023 ADD	LENS Update	40,600	-	-	40,600
		$ 318,384	**$ (139,518)**	**$ (31,615)**	**$ 147,251**

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	30,000	-	-	30,000
		$ 280,000	**$ -**	**$ -**	**$ 280,000**

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 center	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 multi year project	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(148,761)	1,934,539
2023 ADD	Phase II County Scanning Project	5,500	-	-	5,500
		$ 3,558,752	**$ (4,557)**	**$ (726,600)**	**$ 2,827,595**

ARPA Expenses
Budget to Actual
As of August 31, 2023

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	$ -	$ (104,633)	$ 867
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, add'l $5,605 allocated on 8/9/23)	185,605	-	(36,786)	148,819
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	(20,351)	229,649
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(4,611)	116,589
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	-	-	7,766
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	-	-	25,513
2023 ADD	Ki Chi Saga Septic System	21,000	-	(2,496)	18,504
2023 ADD	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	-	-	70,000
2023 ADD	Planning Code Review	14,000	-	-	14,000
		$ 1,035,084	**$ -**	**$ (168,878)**	**$ 866,206**

HEALTH AND HUMAN SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	**$ 8,190**	**$ (8,190)**	**$ -**	**$ -**

JAIL

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	**$ 13,058**	**$ (13,058)**	**$ -**	**$ -**

LID

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Batter - LID	**$ 2,132**	**$ (2,104)**	**$ -**	**$ 28**

MAINTENANCE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 111,119	$ -	$ -	$ 111,119
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)	-	-
		$ 937,049	**$ (825,930)**	**$ -**	**$ 111,119**

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)	$ (92,501)	$ 46,569
2023 ADD	Harris Building Improvements - Phase II	900,000	-	-	900,000
		$ 1,048,300	**$ (9,230)**	**$ (92,501)**	**$ 946,569**

SHERIFF'S OFFICE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ (5,492)	$ (431)
2023 ADD	Recruitment Program	55,000	-	-	55,000
		$ 60,061	**$ -**	**$ (5,492)**	**$ 54,569**
	TOTALS	**$ 10,778,807**	**$ (1,774,381)**	**$ (1,487,842)**	**$ 7,516,585**

Childcare Initiative TAB II.

DATE: September 13, 2023 Meeting

TO: Chisago County Board of Commissioners

FROM: Chisago County Child Care Coalition

RE: Child Care needs in Chisago County and requests for ARPA funding

In the Fall of 2022, the Chisago County HRA-EDA was asked by the First Children's Finance and funded by Initiative Foundation to be the lead agency for a Chisago County effort to help address the need for child care slots. A coalition was formed, and SMART Goals were created to find solutions to create child care slots.

First Children's Finance along with the East Central Regional Development Commission (ECRDC) surveyed the county and put together a report specific to the needs of Chisago County. It shows that there is a need for 1,500 additional child care slots. This is important for parents and businesses. Many local businesses have stated their concern because employees are often unable to come to work regularly because they cannot find child care.

To encourage the creation of more slots and to retain existing child care providers the Coalition is requesting $100,000 from the ARPA funds. There are several uses for the funds including grants for upgrading spaces for child care, startup child care businesses, training, mentorship, establishing child care centers, and more.

Shelly Kunz from First Childrens Finance, Chisago County Child Care licensor Lanay Miller, and HRA-EDA Executive Director Nancy Hoffman will be present on September 13 to provide a brief presentation and request.

The Chisago County Child Care study is attached is attached along with the list of participants in the Chisago County Child Care Coalition.

Chisago County Child Care Coalition Participants

1. Lanay Miller – Chisago County Provider Licensing (Countywide)
2. Michelle Thomas – East Central Regional Development Commission
3. Jim Willeck – Real Estate (Stacy)
4. Sue Moravec – Child Care Provider (Wyoming)
5. Amy Mell – Rush City Administrator (Rush City)
6. Tara Hallberg – Pine Tech (Wayfinder)
7. Daniel McGonigle – Chisago Lakes School Community Ed (Lindstrom)
8. Katie Werman Roche – Lindstrom with Passion for Child Care (Lindstrom)
9. Madelyn Jensen – Chisago County Health and Human Services – Community Health Specialist
10. Jason Zeimer – North Branch Community Development
11. Sara Kaminski – Parent /County HRA-EDA – (North Branch)
12. Nancy Hoffman – Chisago County HRA-EDA -economic development (Countywide)
13. Venus – Family Pathways
14. Shelly Kunz – First Children's Finance (FCF)
15. Sara Paul – North Branch School
16. Erica Bjerketvedt – North Branch School
17. Chase Burnham – Chisago County Administrator
18. Marlys Dunne – Chisago County Commissioner and Manufacturing Industry
19. Don Hickman – Initiative Foundation
20. Senator Mark Koran
21. Mackenzie Halfen – Chisago County Public Health
22. Samantha Olson – Chisago County HRA-EDA
23. Jessica Gilder – Initiative Foundation
24. Jessica J. - Lakes and Pines

First Children's Finance



Chisago County

Child Care Study

June, 2022



This Child Care Study, performed by First Children's Finance, is a thorough investigation into the child care needs and challenges in Chisago County. This study includes detailed data analysis and recommendations on possible child care solutions that should be considered for future investment.

Program Co-Leads: Candace Cegla and Teri Steckelberg
Contributing Staff: Maura Trout
Minnesota State Director: Suzanne Pearl

"If employees cannot find quality care for their children, they won't work for you. They won't move to your community, or they'll be forced to move away, or they might have to consider quitting their job to stay home with their children because they have no other option."

- Kris Bevell, Editor,, Prairie Business Magazine

Table of Contents

Executive Summary 4

About First Children's Finance 5

About Chisago County, Minnesota 5

The Importance of High Quality Child Care in Communities 7

Child Care Data and Early Education Trends 8

Cost of Child Care 12

Ability to Pay For Child Care 16

Additional Survey Analysis 19

Types of Care Needed 24

Recommendations 30

Sources of Information 31

Annex 32

Executive Summary

The goals of this Child Care Study, developed by First Children's Finance, are to help identify the size and scope of the child care needs and challenges in Chisago County and to recommend solutions to empower and support Chisago County as they address these challenges. The Child Care Study for Chisago County intends to outline the child care challenges identified in the community and the proposed solutions to improve the state of child care in the area. First Children's Finance conducted a thorough investigation and analysis to uncover the factors contributing to the child care shortage in the area through individual interviews, surveys with a multitude of stakeholders, and various other methods of research and data collection.

To understand the potential need for child care in Chisago County, First Children's Finance conducted a Supply and Demand Gap Analysis. This showed a child care shortage estimate of 1,449 slots with 40% of that need being for Infant and toddler care. To no surprise, the surveys of child care providers revealed it is exceedingly difficult to be a child care provider. This is due to numerous rules and regulations, low pay and no benefits, long hours, and high operating costs. Staffing is a significant expense for many child care programs, especially child care centers, resulting in 60-80% of overall expenses. This heavily influences the ability of child care providers to sustain their child care operations.

The study revealed the child care shortage has severely impacted parents and employers in Chisago County. Of the employer respondents, 36% stated the lack of child care impacted their ability to attract employees and 20% stated it has impacted their ability to retain employees. About 40% of parents surveyed claimed to have declined employment or withdrew from the workforce due to child care issues. Some other ways both employers and parents have expressed being impacted by the child care shortage include increased absence from work, tardiness to work, and the inability to work a flexible schedule, different shifts, or overtime.

According to feedback received in one-on-one interviews with community partners, some of the major factors contributing to the child care shortage in Chisago County include shortages in infant care, the affordability of child care, staffing shortages, challenges resulting from the COVID-19 pandemic (such as closure due to illness), and increased regulations. These factors make providing child care more difficult to navigate. In addition, there have been program closures for a variety of reasons, including retirement and providers seeking alternate employment. These factors shrink the industry and availability of child care in Chisago County, further exacerbating the overall shortage of child care.

Through this analysis, First Children's Finance has identified 5 recommendations to address the child care challenges in Chisago County. These recommendations include:

1. 1The community should explore multiple opportunities to add additional child care programs across the county.
2. Pursue a multi-pronged approach that includes expansion of existing family and center-based child care programs, and startup of new programs.
3. Investigate the Pod Model.
4. All expansions and start up programs should work with a First Children's Finance Business Development Specialist to make sure their project is financially viable.
5. Create a support system for all child care providers.

In implementing these recommendations, Chisago County will improve the state of child care, empower local child care providers through continuous community support, and provide parents with more care options. These recommendations will also equip child care providers with better resources to run and operate their child care businesses.

About First Children's Finance

Founded in 1991, First Children's Finance (FCF) is a national nonprofit organization based in Minneapolis, Minnesota with regional offices in Iowa and Michigan. First Children's Finance works to stabilize, improve, and expand high-quality child care businesses serving low- and moderate-income families. First Children's Finance provides financing, child care business training and consulting, and helps create partnerships that connect child care businesses with the resources and expertise of the public and private sectors.
First Children's Finance understands the issues and challenges child care businesses face in today's world. We have industry-specific expertise and a shared commitment to the success of child care.

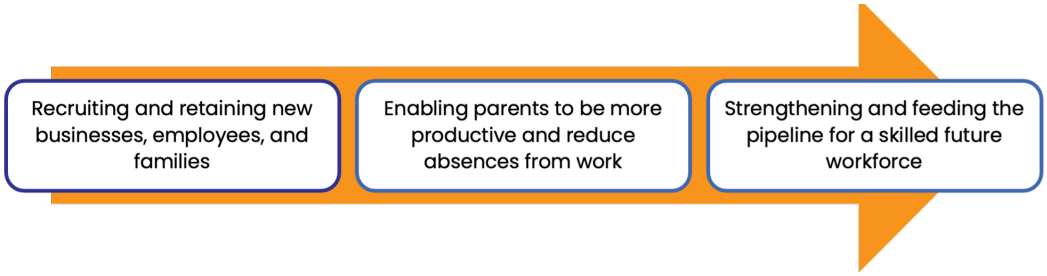
In addition, First Children's Finance aligns its work with child care leaders, businesses and regional initiatives that are committed to quality. We define quality as the creation of environments that support healthy brain development for young children to enhance early learning. FCF brings a unique perspective, approach, and experience to providing business, planning, and financial assistance to our child care and economic development partners. For more information about First Children's Finance visit www.firstchildrensfinance.org.

About Chisago County, Minnesota

Chisago County covers 442 square miles and is the 19th largest county in Minnesota. Chisago County is located in the east central region of Minnesota about 20 miles north of the Twin Cities Metropolitan Area. It extends another 30 miles north, along the wild and scenic St. Croix River which forms its eastern boundary. The county seat is Center City. As of 2020, the county population is approximately 55,844. The largest Chisago County racial/ethnic groups are White (92.7%), Hispanic (2.3%), and two or more races (2.1%). It is the beauty of the Dalles of the St. Croix, its park system, and abundant recreational areas that bring visitors to Chisago County.

The Importance of High-Quality Child Care in Communities

As the local economy ebbs and flows in rural communities, the sustainability of child care supply is greatly affected. Because of this, First Children's Finance addresses child care and early education challenges through a framework of regional economic development. A robust supply of high-quality child care fosters community growth through:



The connection is clear: when our children thrive, so do our communities. Investing in early care and education is not only the right thing to do for our youngest citizens, but the best thing to do for our economic growth and prosperity.

Research studies indicate the importance of building a solid foundation in the first 5 years of a child's life. From birth until 5 years of age a child undergoes tremendous growth and adaptability. The child is more likely to succeed in school and later successfully contribute to their community if this period of life includes positive support for growth in cognition, language, motor skills, adaptive skills, and social emotional functioning.

Minnesota Child Care Licensing

Child care centers and family child care programs are licensed according to Minnesota's Human Services Licensing Act (Minnesota Statutes, chapter 245A), unless they fall under an exemption. Licensed child care centers must meet requirements in "Rule 3" (Minnesota Rules, chapter 9503), and licensed family child care programs must meet requirements in "Rule 2" (Minnesota Rules, chapter 9502). Licensing standards require programs to provide adequate supervision and opportunities for children that include a clean and safe environment, qualified caregivers trained in health, safety and child development, and opportunities for physical activity and learning.

Family Child Care

Family child care is typically operated within the provider's home and is the most common type of care in Greater Minnesota. Family child care is licensed directly through the county in which the provider is located. Usually, a provider with no prior or limited experience in early childhood will obtain a class A license in their first year of business, allowing them to care for up to 10 children. Other common family child care licenses include a C1 license allowing for up to 10 children, a C2 license allowing for up to 12 children, or a C3 license allowing for up to 14 children with a second caregiver. The provider's license determines the ages of the children that can be enrolled in the program. The infant and toddler enrollment are specified within each license type and are dependent upon the ages of the other children enrolled in the program.

A Special Family Child Care License, also available through the county, allows providers some flexibility to further diversify their programming to create innovative family child care solutions within their communities. There are multiple licensing types that fall beneath the Special Family Child Care licensing option. Infant and toddler specific options include a B1 license allowing for up to 5 children, 3 of which can be under school age. A B2 license allows for up to 6 children, 4 of which can be under school age. Lastly, a D license can have up to 9 children, 7 of which can be under school age with a second caregiver.

In addition, a Special Family Child Care License allows programs to be operated in a space outside of the provider's home. These programs can be located within commercial settings, other residential settings, businesses, churches, schools, or other facilities set up to meet licensing requirements. These child care programs must follow the rules and ratios of family child care as defined by Rule 2. Special Family Child Care licensed programs located outside of a residential property may experience challenges when getting licensed. Some examples include meeting Fire Marshal requirements or qualifying for the Child and Adult Care Food Program.

The Pod Model is gaining interest around the state as a creative way to offer space to family child care programs located outside of the provider's home. This model follows the Special Family Child Care license rules and is licensed by the county. It is a way to creatively think about space options to co-locate up to 4 family child care businesses under one roof. There are many licensing considerations for this model, but most importantly the need to keep the

children from each program separated at all times. Licensing requires shared spaces such as large motor rooms, outdoor playgrounds, and cafeterias must follow a predetermined schedule to ensure programs are kept separate.

.Child Care Center

Licensed child care centers are generally located in nonresidential or commercial buildings. They are larger in size and care for more children than family child care programs. Child care centers can operate as a for profit or a nonprofit, and may be owned by an individual, church, government entity, or corporation. All child care centers are licensed by the Department of Human Services under Rule 3. They are also regulated by the Fire Marshal and must follow all food safety guidelines including the usage of a commercial kitchen if meals are prepared onsite.

Centers are required to have qualified staff who meet state requirements for staff to child ratios. Minimally, all classrooms must have one teacher-qualified staff present at all times. Other non-teacher qualified staff may be required depending on the number of children in each classroom. Below represents the child to staff ratios as required by child care center licensing rules and regulations.

Age Category	Minimum Staff to Child Ratio	Maximum Room Size
Infant	1 : 4	8
Toddler	1 : 7	14
Preschool	1 : 10	20
School Age	1 : 15	30
The number of children per room also depends on the square footage of the room		

In Greater Minnesota, smaller centers have difficulty maintaining positive cash flow due to high operational costs and an inability to charge more than families can afford. Typically, larger centers, such as those with 80-100 slots, tend to be more financially viable in Greater Minnesota. The size and scope of the center must be determined by the local need in order to be sustainable. Infant rooms usually operate at a loss, and toddler rooms usually breakeven, due to limiting staff to child ratios. Typically, preschool and school age programming are profitable, making up for losses in other age groups. The profit margin for child care centers in Greater Minnesota is slim and usually less than 5%.

Legal Non-Licensed Child Care (Family, Friend, or Neighbor)

In Minnesota, a legally non-licensed provider can care for related children and/or provide care for children from a single, unrelated family at one time. Related means the provider is the child's parent, sibling, grandparent, great-grandparent, aunt, or uncle based on blood relationship, marriage, or court decree. A person cannot be a legal, non-licensed child care provider if they were denied for licensing, had their license revoked, or their license is currently suspended.

Illegal Non-Licensed Child Care

When a person provides care for related children and/or more than one unrelated family they are operating an illegal, unlicensed child care business. Related means the provider is the child's parent, sibling, grandparent, great-grandparent, aunt, or uncle based on blood relationship, marriage, or court decree. When a county learns a program is operating without a license, they will notify the program, in writing, that a license is required, or the program must discontinue operation. If the program discontinues the unlicensed operation, no further

action will be taken. If the program continues without starting the application process, the county attorney can take legal action.

Child Care Data and Early Education Trends

Looking at different sources of child care data and trends in early education can be extremely helpful in evaluating the child care situation in any given community. First Children's Finance has leveraged several different data sources to pull together a comprehensive picture of the impact of child care in Chisago County.

Potential Need Overview

First Children's Finance conducted a Supply and Demand Gap Analysis in order to show the potential child care need in Chisago County. This analysis allows us to identify the potential child care need for children under the age of 5 with all parents in the workforce. Focusing on children under the age of 5 allows us to examine the number of children in working families who may require child care all day, every day.

The Supply and Demand Gap Analysis for Chisago County, dated April 2022, shows a shortage of approximately 1,449 child care spots for children birth to age 5 with all available parents in the workforce. Further analysis identified the infant and toddler potential need in Chisago County as roughly 580 spots or 40% of the total need.

By drilling down to a zip code level, the analysis can identify the best locations to target the growth of new child care. This level of analysis shows the greatest opportunities for growth are in the 55079 and 55045 zip codes.

Zip Code	Percent of Need	Number of Slots
55079	27%	391
55045	20%	290
55056	14%	203
55013	12%	174
55074	8%	116
55069	7%	101
55032	5%	73
55012	4%	58
55084	3%	43

We are also able to look at the data on a school district level. It is important to note boundaries for school districts, counties, and zip codes seldom align perfectly. There is some variation in our data when we look at these different levels of analysis. In evaluating school districts located in Chisago County, we focused on Rush City ISD# 139, North Branch ISD# 138, and Chisago Lakes ISD# 2144. These districts have a combined 2,213 children under age 5 and a current child care capacity of 704 spots. This leaves a gap of 1,509 spots within those school district boundaries.

Alternate Child Care Options

In order to meet the needs of all families, other child care options should be explored. The Supply and Demand Gap Analysis above includes only child care options that are available all day, every day; however, communities often have other options available, such as drop-in, part-time, summer, and before and after school care. In Chisago County, there are 2 child care programs licensed as centers that do not offer full time, all day, every day care to children under age 5. These two programs are Little Angels Preschool and Lakes and Pines Head Start. They account for a total of 47 additional slots not included in the Supply and Demand Gap Analysis above. Furthermore, there are 5 center-based options offering school-

age care to 145 children and an additional 170 school-age children being served by family child care providers. This means a total of 315 school-age spots are currently available in Chisago County.

Additional options families use for child care include legal unlicensed child care, illegal unlicensed child care, nannies or parents alternating work schedules. According to interviews conducted during this study, there appears to be an increase in families seeking alternate care due to the shortages in child care and a desire to get back into the workforce. One respondent posed this as a concern because health and safety training and high-quality programming are often lacking in these options.

Family Child Care – By the Numbers

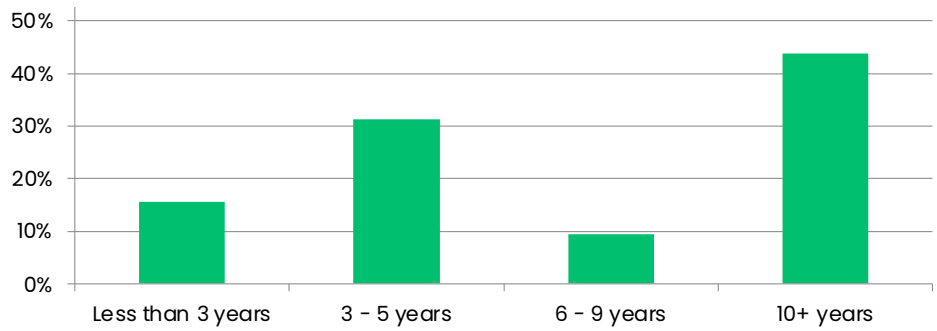
First Children's Finance evaluated the current supply of family child care to identify trends needing further examination.

- When comparing the average length of child care service in Chisago County to the state average, we see providers in Chisago County are leaving the profession 1 year sooner than other providers in Minnesota.
- Typically, in child care, providers with less than 5 years of service and those with more than 20 years of service are at high risk of turnover. Although lower than the state average, 52% of family child care programs in Chisago County fall within these two categories.
- Chisago County has 1 family child care program operating out of a non-residential dwelling.

	Local	State
Total Family Child Care Providers	58	7,071
Average Length of Service	12.14 years	13.8 years
Less than 5 years / Service	19 providers or 33%	1,904 providers or 27%
More than 20 years / Service	11 providers or 19%	2,276 providers or 32%
Non-Owner Occupied	0	236 providers or 3%
Non-Residential Dwelling	1 or 1.7%	43 providers or 1%

April 2022

In order to proactively plan for the retention of family child care providers, as well as to examine the need to build more child care slots within Chisago County, **providers were asked how long they plan to stay in business.**

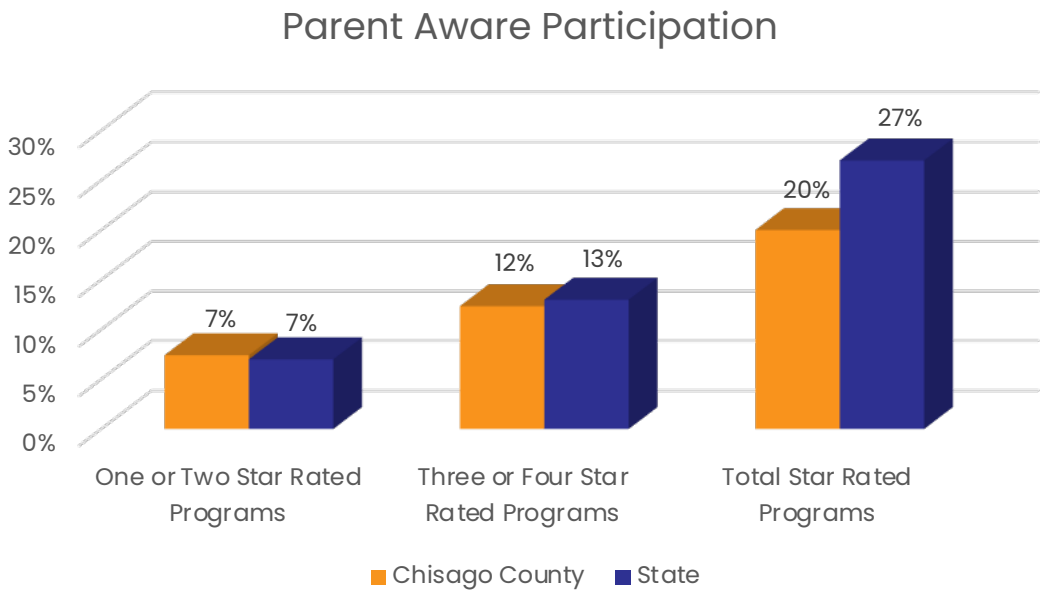


Quality Child Care Overview

To determine the quality of child care options in Chisago County, First Children's Finance examined information about the number of child care programs participating in Parent Aware. Parent Aware is Minnesota's Quality Rating and Improvement System (QRIS). A Quality Rating and Improvement System is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. Programs enrolled in Parent Aware go above and beyond general licensing requirements. In surveys conducted with parents in Chisago County, parents place notable value on high quality learning environments and programs that offer curriculum.

During an interview with the Parent Aware Quality Coach, it was reported there has been a strong provider presence in the Parent Aware Program in Chisago County. Furthermore, providers in Chisago County have demonstrated additional interest and involvement in various supportive programs offered in the area. The additional programming includes the Accelerated Early Childhood Certificate Program offered through local colleges, learning communities where providers come together to discuss various child care topics, and director meetings designed for owners and directors to get connected with one another for idea and resource sharing. It is reported, many of the providers involved in Parent Aware in Chisago County are 3 and 4-star rated programs, with many of the providers being in the industry for 10 years or more.

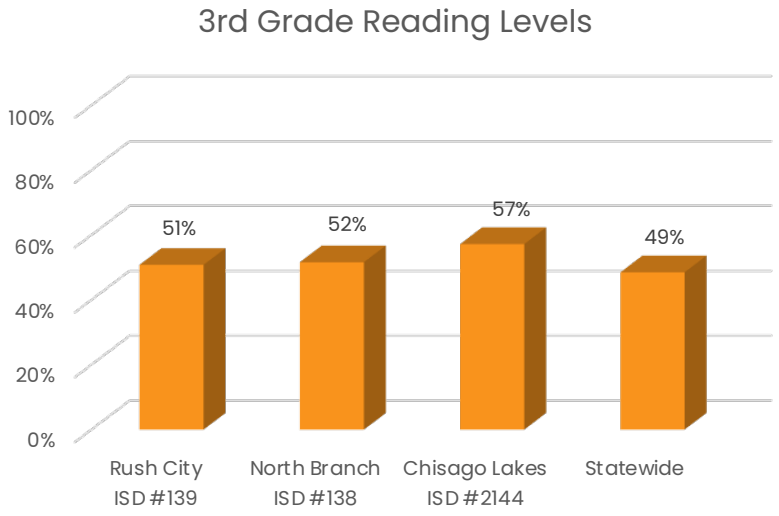
The chart below demonstrates Parent Aware participation in Chisago County is slightly below the state average.

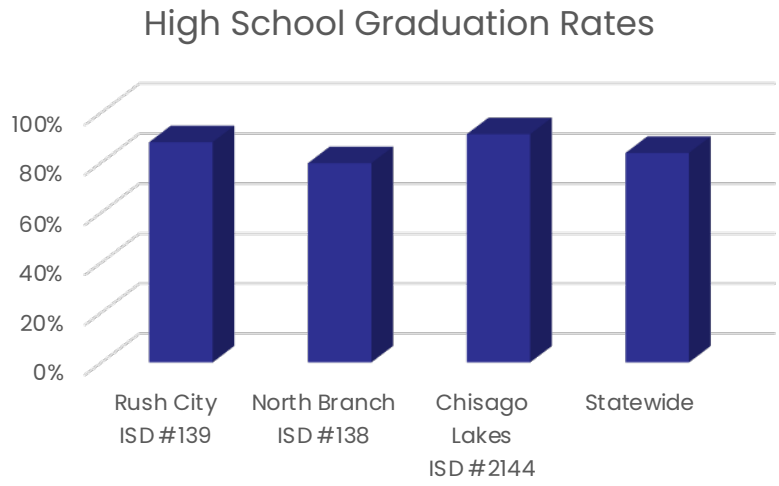


School Readiness

Studies indicate a link between high quality early education and school readiness. Children enrolled in high quality programs from birth to age 5 are more likely to have higher 3rd grade reading levels, graduate high school on time, engage in higher education, and earn higher levels of income than children who do not have exposure to high quality programs at a young age. All three school districts in Chisago County have 3rd grade reading levels slightly above the state average. Furthermore, both Rush City and Chisago Lakes School Districts have high

school graduation rates above the state average while North Branch School District falls slightly below the state average at 80%.





Child Care Workforce Availability

The State of Minnesota not only has a child care shortage but also a workforce shortage. In Minnesota, there are more family child care providers going out of business than new ones starting up. First Children's Finance data shows Minnesota had a loss of 339 family providers from June 2020 to June 2021 which equates to a loss of 3,958 family-based child care slots. In Greater Minnesota, family child care is the predominate child care option for families. From June 2020 to June 2021 Minnesota has also experienced a loss of 34 child care centers; however, there was still an increase of 2,174 center-based slots.

The challenges in workforce development for the child care field are seen all over the state. The major factors contributing to these challenges include staffing qualifications for child care centers, lack of benefits, low wages, long hours, and access to affordable education and training. Communities are beginning to think creatively to increase interest in this field and increase the workforce for both family child care and center child care staff.

Cost of Child Care

Minnesota is ranked third highest in the nation in the cost of child care. Many believe the cost of care in Minnesota is higher than other states because Minnesota has a high standard of care with lower staff-to-child ratios and more qualifications for teachers. All of this costs money and that cost has to be passed on to the consumer. The cost of child care in Minnesota can be challenging for parents to pay, especially in areas of high poverty and low wages. It can also be difficult for child care programs to bring in enough income to cover the cost of quality programming, especially in Greater Minnesota where programs can't charge as much. The profit margin for child care centers is razor thin at less than 5%, particularly in smaller, more rural areas. This section discusses the local data on the cost of care in Chisago County.

Average Cost of Child Care

Child care is a large investment for families with children. A review of the Department of Human Services market rate survey, which is produced every three years, was conducted as part of the Chisago County Child Care Study. The purpose of the market rate study is to provide a guide of pricing structures to providers based on what others in the market are charging. The market rate study divides the state into 4 different price clusters, each cluster being comprised of multiple counties. Price cluster 1 shows the lowest charging structure and price cluster 4 shows the most expensive charging structure. Chisago County fell into price cluster 3 for child care centers and price cluster 3 for family child care programs.

The following chart shows the average cost of child care investment on a weekly basis at the 50th percentile for each age group in both a center and family child care setting. This number means 50% of child care programs in the area charge more and 50% of child care programs in the area charge less.

Area Market Rates – Chisago County

Age Group	Weekly Rate	Annual Total
50th Percentile - Infant Weekly – Center	$235	$12,220
50th Percentile - Toddler Weekly – Center	$210	$10,920
50th Percentile - Preschool Weekly – Center	$198	$10,296
50th Percentile - School Age Weekly – Center	$165	$8,580
50th Percentile - Infant Weekly – Family	$170	$8,840
50th Percentile - Infant Weekly – Family	$160	$8,320
50th Percentile - Infant Weekly – Family	$150	$7,800
50th Percentile - Infant Weekly – Family	$140	$7,280

2021 Child Care Market Rate Survey: Minnesota Child Care Provider Business Update

The Child Care Assistance Program (CCAP) is a statewide program that helps low-income families afford high quality child care. Families need to financially qualify to access CCAP and the amount of assistance received by families will vary depending on their income levels. CCAP reimbursement rates are based off the 25th percentile of the county market rate study, and each county has a maximum reimbursement rate it can award to qualifying families. The maximum reimbursement rates vary from county to county. The chart below shows the CCAP maximum reimbursement rates in Chisago County for programs that are not Parent Aware rated or have a 1 or 2-star rating.

Child Care Assistance Maximum Reimbursement Rates – Standard Rates

Age Group	Weekly Rate	Annual Total
Infant Weekly – Center	$222	$11,544
Toddler Weekly – Center	$207	$10,764
Preschool Weekly – Center	$265	$13,780
School Age Weekly – Center	$200	$10,400
Infant Weekly – Family	$160	$8,320
Infant Weekly – Family	$150	$7,800
Infant Weekly – Family	$145	$7,540
Infant Weekly – Family	$125	$6,500

Because high-quality child care programs cost more to operate, there is a CCAP differential for programs volunteering to participate in the Parent Aware program. If a child care program has a 3-star Parent Aware rating the CCAP maximum reimbursement has a 15% differential, meaning providers are reimbursed 15% more than the standard rate. These 3-star Parent Aware rated programs are required to implement curriculum throughout their entire program in addition to other requirements. The chart below shows the increased CCAP maximum reimbursement rate for 3-star Parent Aware rated programs in Chisago County.

Child Care Assistance Maximum Reimbursement Rates - 15% Differential

Age Group	Weekly Rate	Annual Total
Infant Weekly – Center	$255.30	$13,275.60
Toddler Weekly – Center	$238.05	$12,378.60
Preschool Weekly – Center	$304.75	$15,847
School Age Weekly – Center	$230	$11,960
Infant Weekly – Family	$184	$9,568
Infant Weekly – Family	$172.50	$8,970
Infant Weekly – Family	$166.75	$8,671
Infant Weekly – Family	$143.75	$7,475

If a child care program is 4-star Parent Aware rated the CCAP maximum reimbursement has a 20% differential, meaning providers are reimbursed 20% more than the standard rate. 4-star Parent Aware rated programs are required to implement curriculum and assessment tools throughout their entire program in addition to other requirements. The chart below shows the increased CCAP maximum reimbursement rate for Four-Star Parent Aware rated programs in Chisago County.

Child Care Assistance Maximum Reimbursement Rates - 20% Differential

Age Group	Weekly Rate	Annual Total
Infant Weekly – Center	$266.40	$13,852.80
Toddler Weekly – Center	$248.40	$12,916.80
Preschool Weekly – Center	$318	$16,536
School Age Weekly – Center	$240	$12,480
Infant Weekly – Family	$192	$9,984
Infant Weekly – Family	$180	$9,360
Infant Weekly – Family	$174	$9,048
Infant Weekly – Family	$150	$7,800

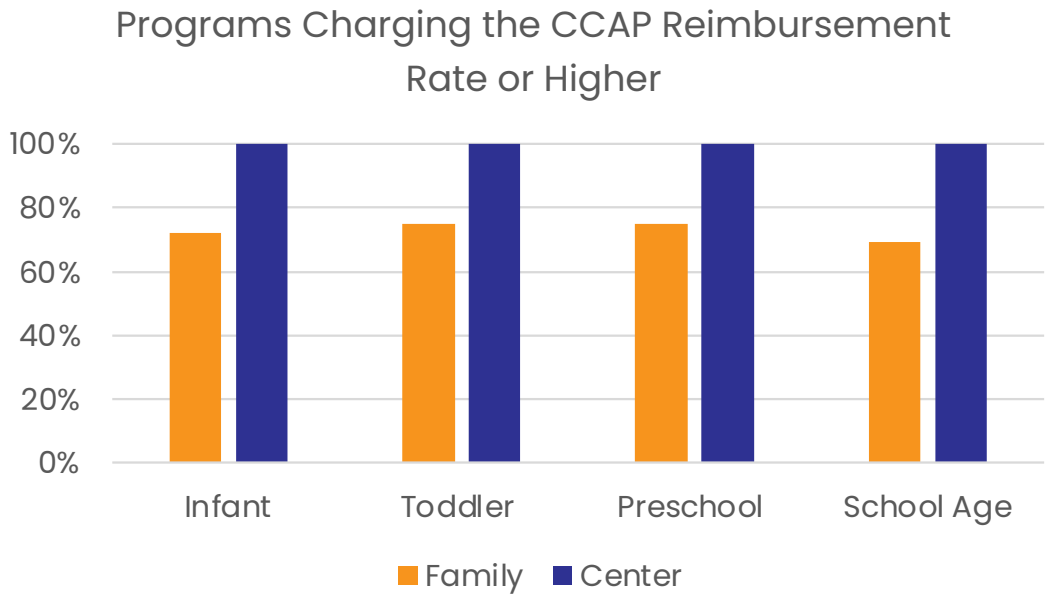
Families meeting income requirements may qualify for Early Learning Scholarships through the State of Minnesota. These scholarships can help cover the cost of child care above what families receive from the Child Care Assistance Program or they can be utilized independently. Currently Early Learning Scholarships are up to $8,500 for a 12-month period with some children being eligible for up to $12,000 in a 12-month period. Children awarded an Early Learning Scholarship must be enrolled in a Parent Aware rated program. In Chisago County, 75% of child care centers and 69% of family child care providers surveyed accept Early Learning Scholarships.



There is a balancing act between finding the right solutions to help families afford to pay for child care and what a child care business needs to be financially sustainable. In Chisago County, 100% of the child care centers and 63% of family child care programs surveyed accept CCAP. Delivering a high-quality program does increase costs; therefore, we should expect increased tuition rates at a 4-star Parent Aware rated program.

When interviewed, Chisago County Child Care Assistance Program Administrators prided themselves on the quick turnaround for payments to programs and their working relationship with child care businesses. It was noted that while many families are already utilizing CCAP to cover the cost of child care, there is still ample funding available for families wishing to apply for the CCAP program. CCAP Administrators in Chisago County work hard to educate providers on how the payment system works and ensure providers are informed of program updates. CCAP Administrators report some providers, especially child care centers, need to charge more than the maximum CCAP reimbursement rate to cover program costs. This makes it challenging for families to cover the difference between what CCAP pays and the total cost of child care.

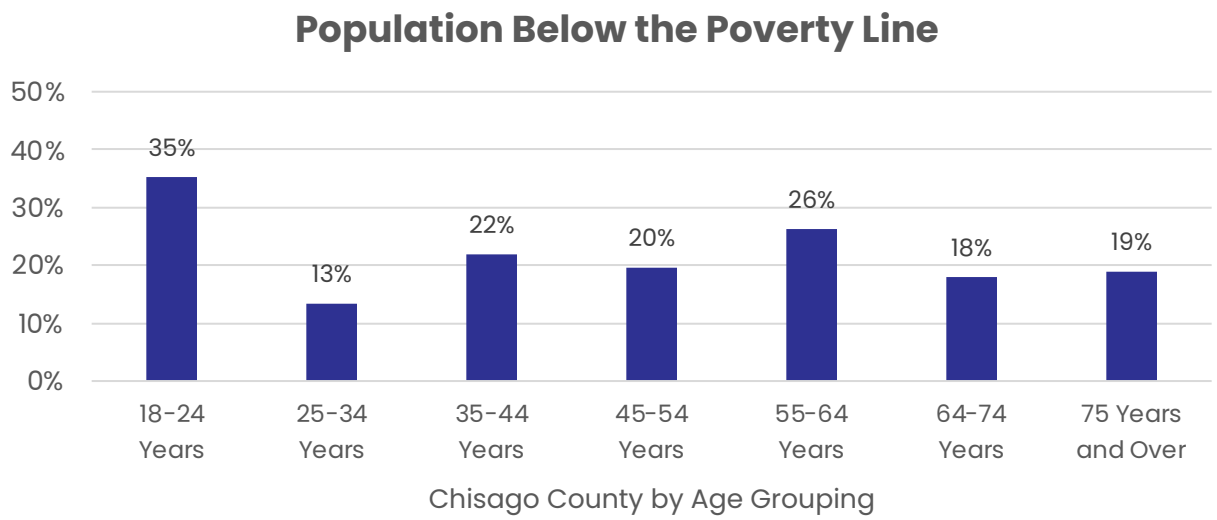
Surveys were used to ask center and family child care programs about their tuition rates and how they compare to the Market Rate Study. According to survey results, 100% of child care centers and 72% of family child care providers in Chisago County are charging infant rates equivalent to or higher than the CCAP reimbursement rates and the 25th percentile of the Market Rate Study. As it relates to toddler and preschool tuition rates, 100% of child care centers and 75% of family child care providers are charging rates equivalent to or higher than the CCAP reimbursement rates and the 25th percentile of the Market Rate Study. When we evaluate school-age care rates, 100% of child care centers and 69% of family child care providers are charging rates equivalent to or higher than the CCAP reimbursement rates and the 25th percentile of the Market Rate Study. We can ascertain from this survey data that centers in Chisago County are more likely to charge tuition rates that cover the true cost of care than family providers. Roughly a quarter of all family providers surveyed are missing out on reimbursement through CCAP and are charging less than the industry average.



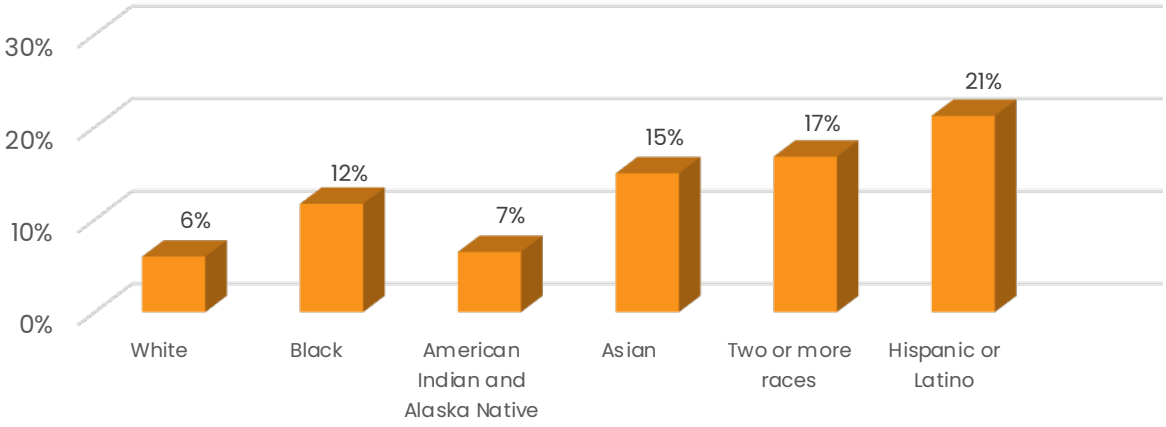
Ability to Pay for Child Care

Many families in the low- and middle-income brackets experience difficulty paying for child care. As mentioned previously, Minnesota ranks as the third highest in the nation when it comes to child care costs for families. Because of this, many families are forced to utilize whatever child care they can find and afford; they do not have the luxury of considering the quality of the child care program their child is enrolled in.

The chart below showcases the percentage of the population below the poverty line by age group in Chisago County. A significant percent of the population falls below the poverty line. For residents ranging in age from 18-44, the age range most likely to have a need for child care, 24% are living below the poverty line.



The Children's Defense Fund Minnesota shows 5.8% of children in Chisago County were living in poverty in 2018 and 23.8% of K-12 students were approved for free school meals for the 2019-2020 school year. The chart below depicts **Chisago's population living below the poverty line by ethnicity.** While the White population in Chisago County is showing 6% below the poverty line, the remaining ethnic populations are demonstrating higher levels of poverty with 21% of Hispanic or Latino, 17% of two or more races, and 15% of Asian populations living below the poverty line.



The chart below displays the ethnic diversity throughout Chisago County, how it compares to the state of Minnesota, and how the diversity has changed since the year 2000. Chisago County's population is predominantly White at 95% of the population.

Table 4. Race & Hispanic Origin, 2019	Chisago Co.			Minnesota	
	Number	Percent	*Change from 2000-2019*	Percent	*Change from 2000-2019*
Total	**55,315**	**100.00%**	**34.6%**	**100.00%**	**13.1%**
White	52,713	95.3%	31.9%	82.8%	4.7%
Black or African American	729	1.3%	247.1%	6.4%	107.6%
American Indian or Alaska Native	271	0.5%	44.9%	1.0%	5.5%
Asian or Other Pacific Islanders	641	1.2%	115.1%	4.9%	87.8%
Some Other Race	79	0.1%	-37.3%	1.9%	58.1%
Two or More Races	882	1.6%	169.7%	3.0%	99.9%
Hispanic or Latino Origin	1,205	2.2%	154.8%	5.4%	108.9%

Source: U.S. Census Bureau 2015-2019 American Community Survey

Chisago County household and family median incomes are $86,900 and $98,595 respectively while Minnesota's median incomes are $73,382 and $92,692. The household and family median incomes in Chisago County are 118.4% and 106.4% of the state's median incomes for those categories.

Household Income – Chisago County

	Households	Families	Married/ Families	Non-family Households
Total	20,370	15,115	12,674	5,255
Less than $10,000	2.80%	1.30%	0.5%	7.6%
$10,000 to $14,999	2.90%	1.10%	0.4%	9.6%
$15,000 to $24,999	5.5%	2.5%	2.0%	14.8%
$25,000 to $34,999	5.1%	3.5%	2.9%	9.9%
$35,000 to $49,999	10.2%	8.7%	6.8%	17.4%
$50,000 to $74,999	14.9%	15.4%	13.6%	15.8%
$75,000 to $99,999	17.1%	19%	18.5%	10.2%
$100,000 to $149,000	26.7%	30.3%	34.5%	12.5%
$150,000 to $199,999	8.%	10.2%	11.5%	1.1%
$200,000 or more	6.3%	8.1%	9.3%	1.0%
Median Income (dollars)	$86,900	$98,595	$108,239	$41,233
Mean Income (dollars)	$96,132	$108,441	$116,136	$52.960
State Median Income	$73,382	$92,692		

The chart below, from the MN Department of Employment and Economic Development County Profile for Chisago County, shows an average cost of living for residents in Chisago County and the State of Minnesota. The cost of living in Chisago County is higher than the state average with a required hourly wage of $17.82 for a single person living alone to meet basic needs, and an hourly wage of $20.19 for a typical family with 2 adults and 1 child. Note the cost of child care for a family with 1 child is slightly lower than the state average.

Table 9. Basic Needs Cost of Living Estimates, 2020

Single Adult, 0 Children	Single Yearly Cost of Living	Hourly Wage Required	Monthly Costs						
			Child Care	Food	Health Care	Housing	Trans-portation	Other	Taxes
Chisago Co.	$37,066	$17.82	$0	$346	$146	$964	$829	$359	$445
State of Minnesota	$32,964	$15.85	$0	$355	$153	$832	$704	$325	$378
Typical Family: 2 Adults (1 working full-time, 1 part-time), 1 child	Family Yearly Cost of Living	Hourly Wage Required	Monthly Costs						
			Child Care	Food	Health Care	Housing	Trans-portation	Other	Taxes
Chisago Co.	$62,995	$20.19	$454	$790	$569	$1,230	$974	$553	$680
State of Minnesota	$58,800	$18.85	$546	$810	$549	$1,069	$819	$515	$592

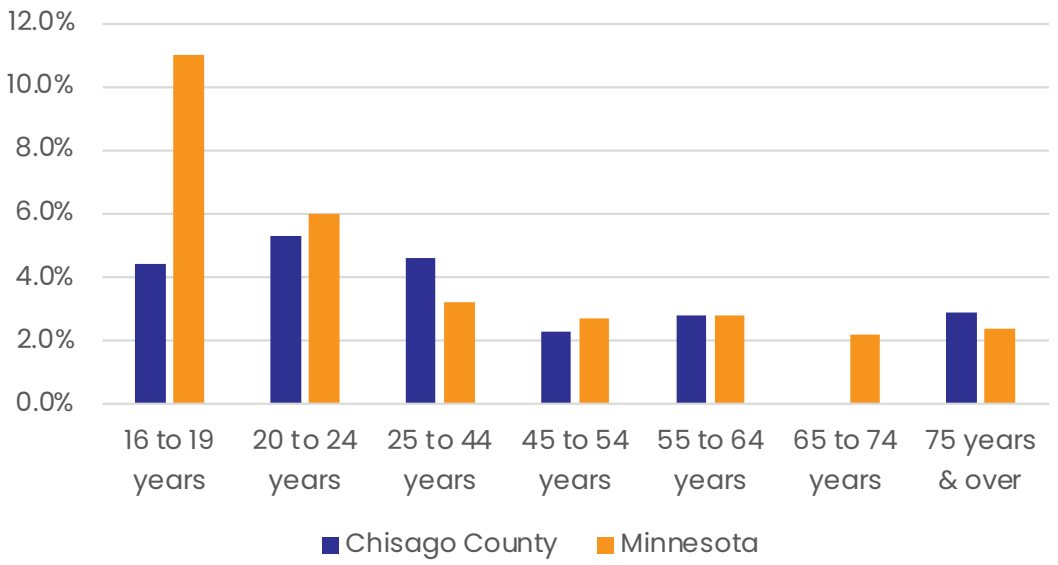
Source: DEED Cost of Living Tool

Local Employment Conditions

Local employment data is important in evaluating the child care needs of a community because it aids in determining trends affecting the child care data. For example, if a community has a lower-than-average unemployment rate that would be a strong indicator more parents have entered the workforce; therefore, increasing the child care need.

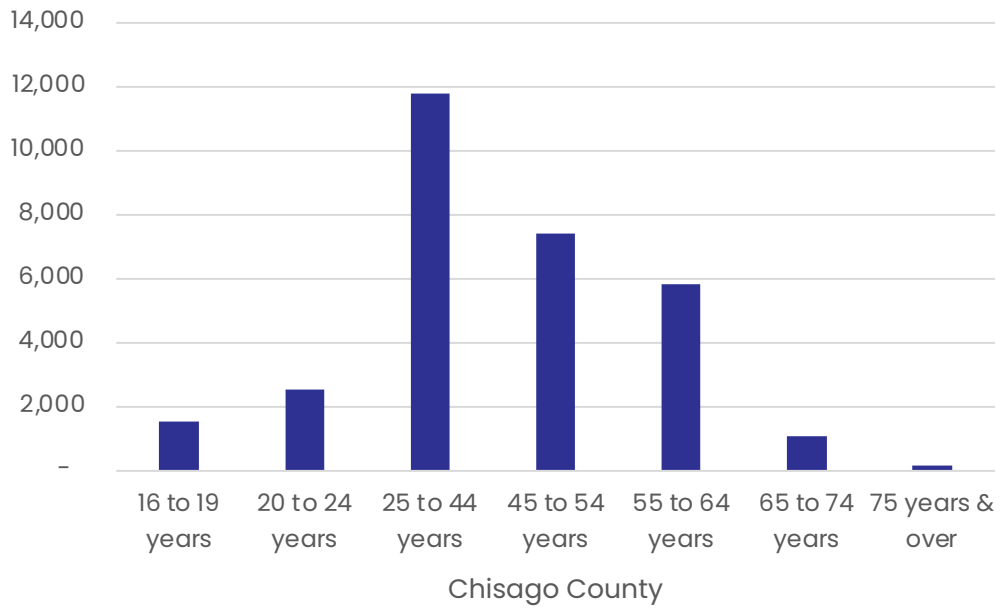
Unemployment – Chisago County

The overall unemployment rate in Chisago County as of March 2022 is 3.4%. The chart below demonstrates the **unemployment rate by age group in Chisago County.**



Most of the available workforce in Chisago County is in the age range from 25 to 44 years of age indicating the child care need may be less than our data estimates. In addition, fewer workers are available from the ages of 20 to 24 years old, demonstrating a need for younger workers. Improving the child care availability may be one way to recruit younger families. The chart below depicts the available workforce by age in Chisago County..

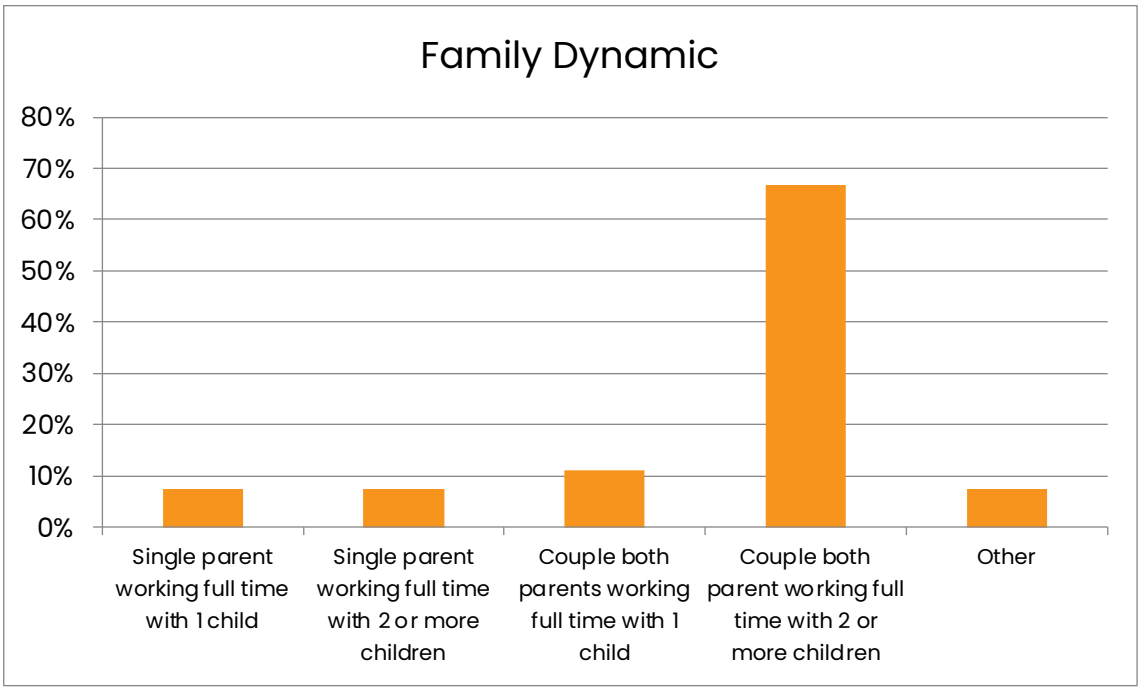
Available Workforce by Age



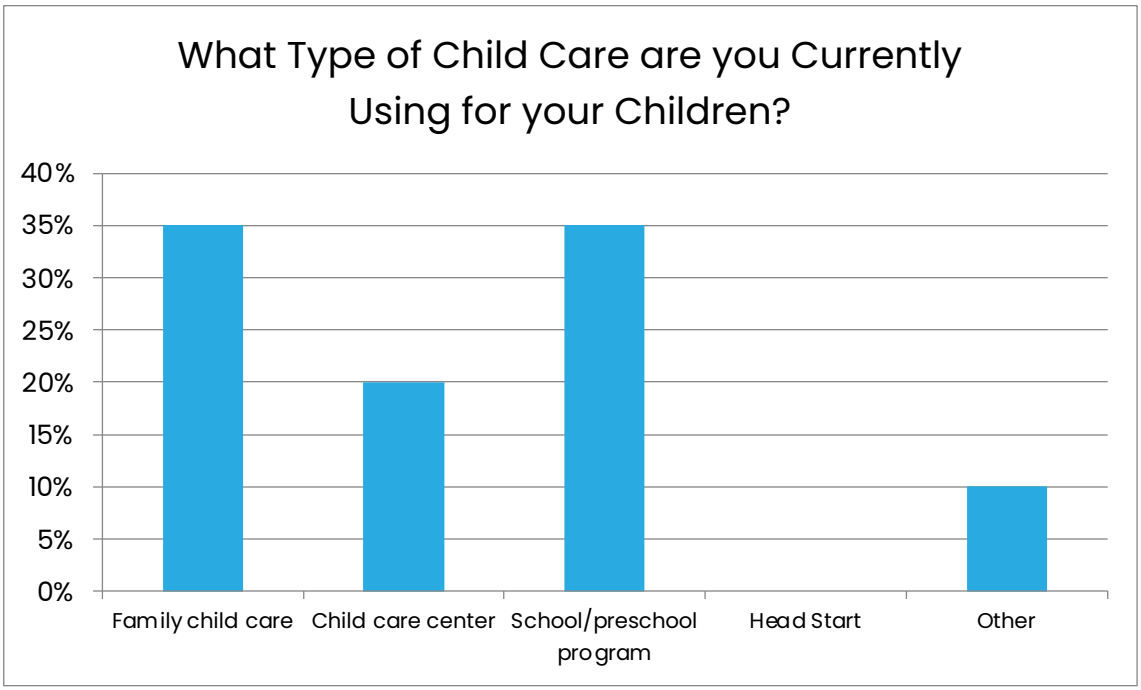
Additional Survey Analysis

First Children's Finance conducted extensive research to engage Chisago County about child care. The research included one-on-one interviews with various community partners such as the local county Child Care Licensor, the Parent Aware Quality Coach, the local CCAP Administrator, the Public Health and Family Services Agency, and the local Economic Development Authority. This allowed us to obtain feedback from individuals who have a vested interest in the child care industry. Electronic surveys were pushed out to local employers, parents, and family and center child care providers. Through these surveys, First Children's Finance was able to gain a better understanding of Chisago County's child care challenges. The surveys included responses from 20 parents, 11 local employers, 32 family child care providers, and 4 child care centers.

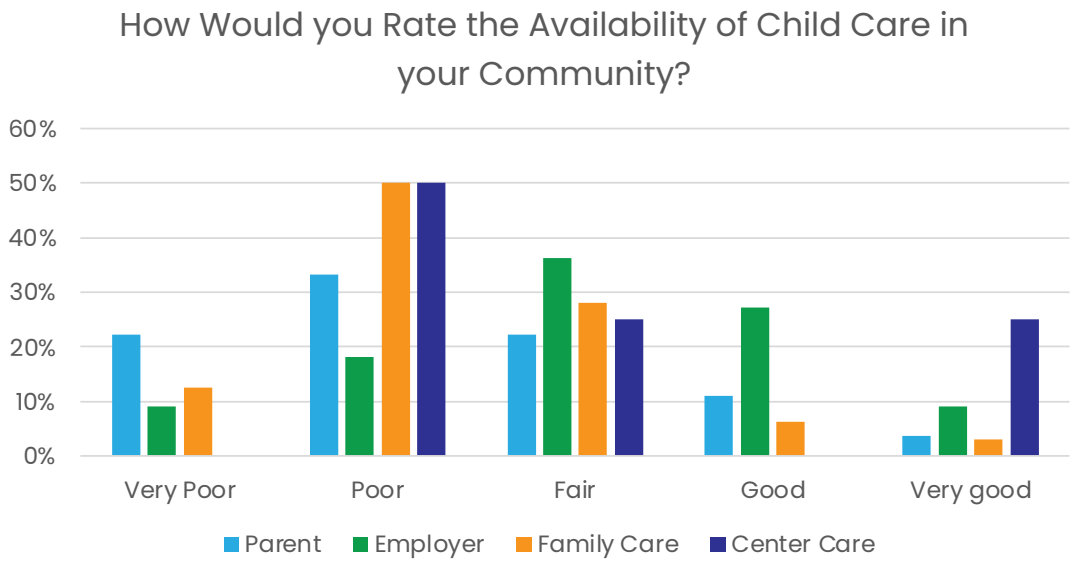
Of the families surveyed, 78% were 2 parent families employed full-time with 2 or more children. Having available child care plays a vital role in allowing all families to continue to enter the workforce full-time and provide for their families.



The parent survey indicated 70% of parents have children under the age of 11 years old with 76% of parents utilizing paid child care and 24% of parents not using paid child care. According to parents surveyed, family child care is the most prominently used option.



The following chart shows how different groups in Chisago County view the availability of child care. Most rate the availability as fair to poor.

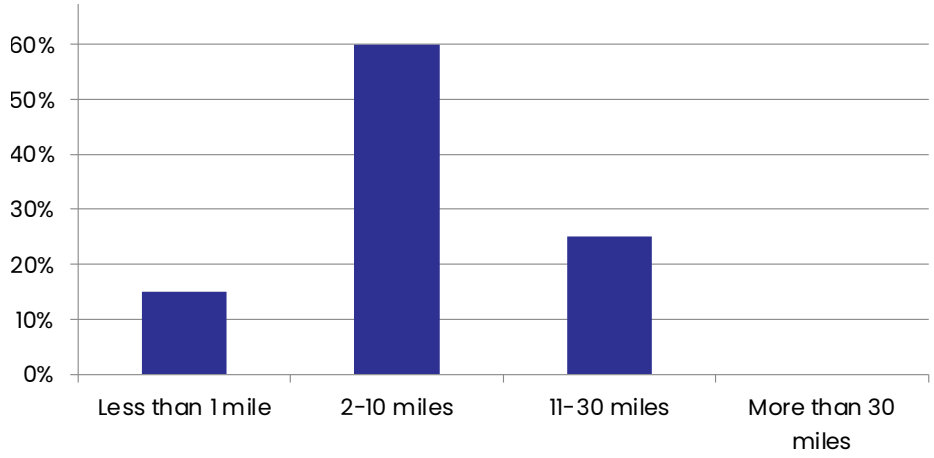


When parent survey participants were asked about what characteristics of a child care program are important to them, they ranked their preferences as follows (respondents ranked all characteristics):

1. Safe and healthy environment - 87%
2. Location- 87%
3. Curriculum Offered- 80%
4. Licensed by DHS – 67%
5. Natured Based – 60%
6. Parent Aware Rated (Quality Rating System) - 33%
7. Culturally Diverse – 27%
8. Family style meals – 20%
9. Provider has high level of education – 20%
10. Faith-based – 7%
11. Provider is someone I know – 7%

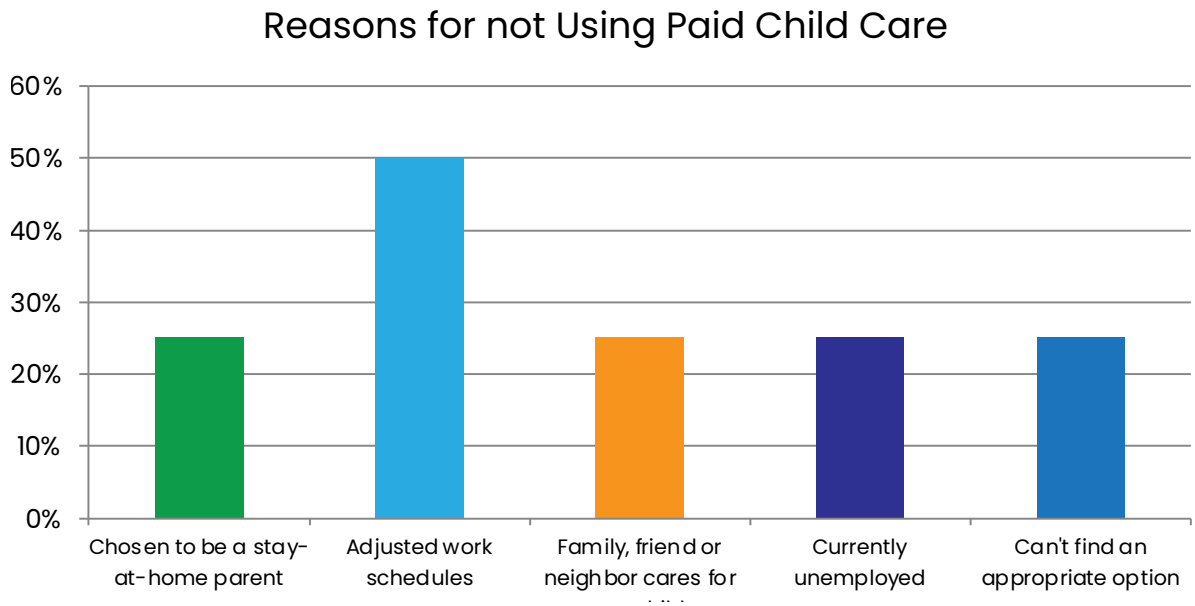
Distance to Child Care

Parents surveyed in Chisago County were asked **how far they travel one way to their child care providers**. Approximately 60% indicated that they were traveling 2-10 miles out of the way in one direction while nearly 25% indicated they were traveling more than 11 miles out of the way in one direction for child care.



Reasons for Not Enrolling in Paid Child Care

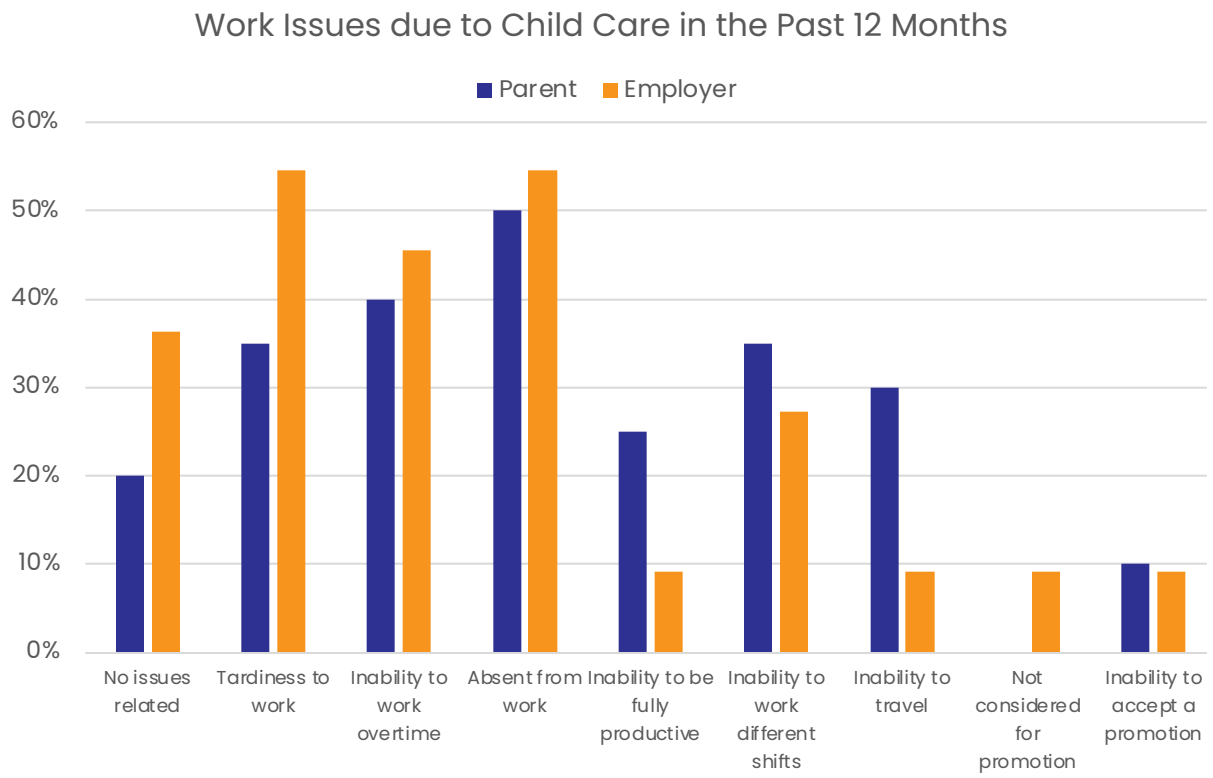
In reviewing the child care data in Chisago County, it is important to understand why parents are choosing not to use paid child care options. Of note is the fact that 50% of parents surveyed in Chisago County have adjusted their work schedules to allow for 1 parent to be home at all times to care for their children.



Community and Business Impacts of the Child Care Issue

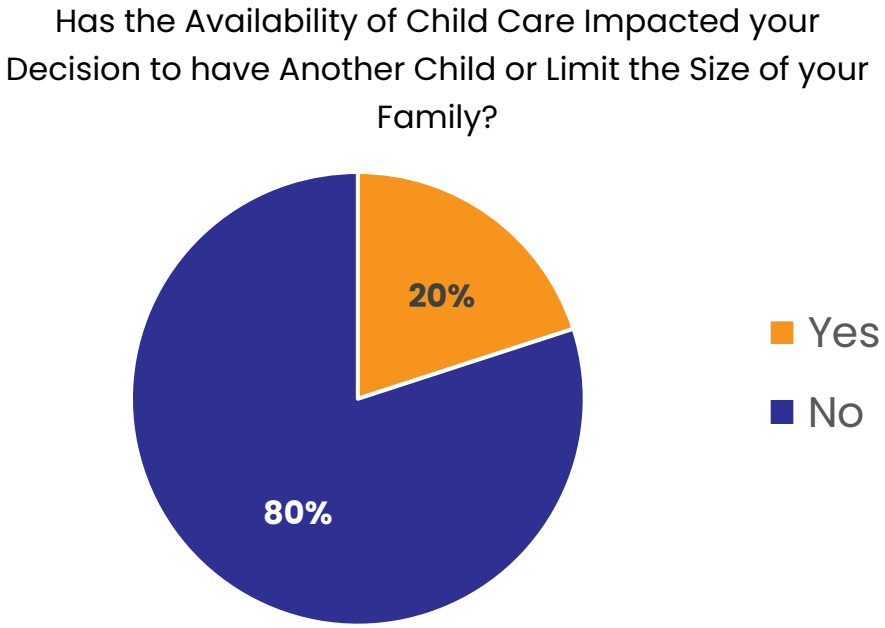
Beyond families and children, the community and local businesses can also be impacted by child care challenges. Child care is often framed as an economic development issue by communities facing declining populations or challenges with the workforce. Child care challenges can extend further into the business community causing a loss of workers or businesses deciding to relocate to communities with better availability of child care.

The chart below looks at work issues related to child care that have occurred in the last 12 months from both a parent (employee) and employer perspective. Normal work environments can be adversely impacted when child care is a challenge for employers and workers. As illustrated, the greatest impact seems to be due to absence from work, inability to work overtime, tardiness to work and an inability to work different shifts. In the employer survey, 36% of respondents said the lack of child care in the area has impacted their ability to attract employees and 20% stated it has impacted their ability to retain employees.



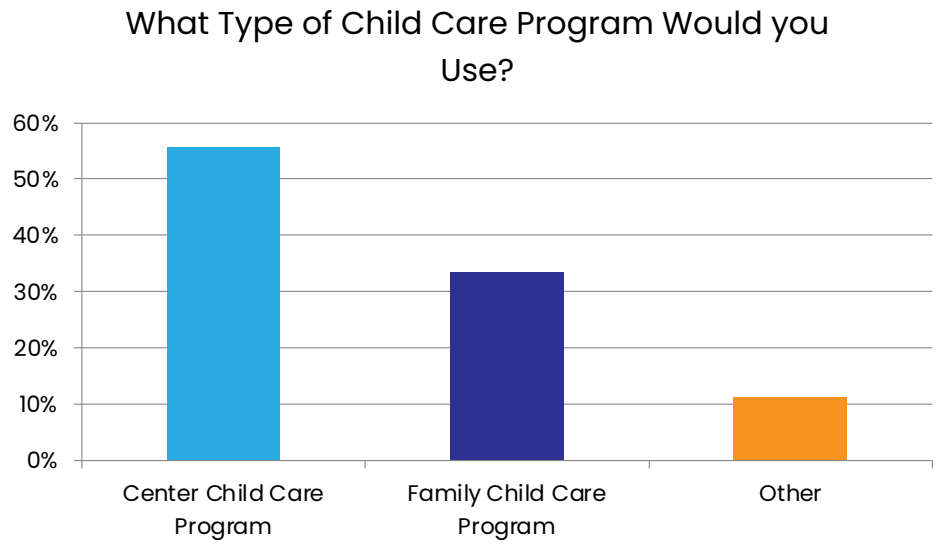
Family Planning

Of those families surveyed, 20% stated their family planning is being impacted by the lack of available child care.

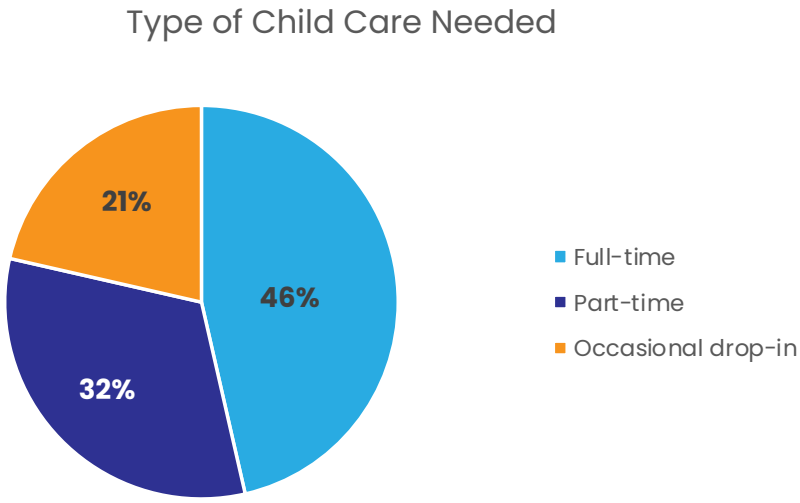


Type of Care Needed

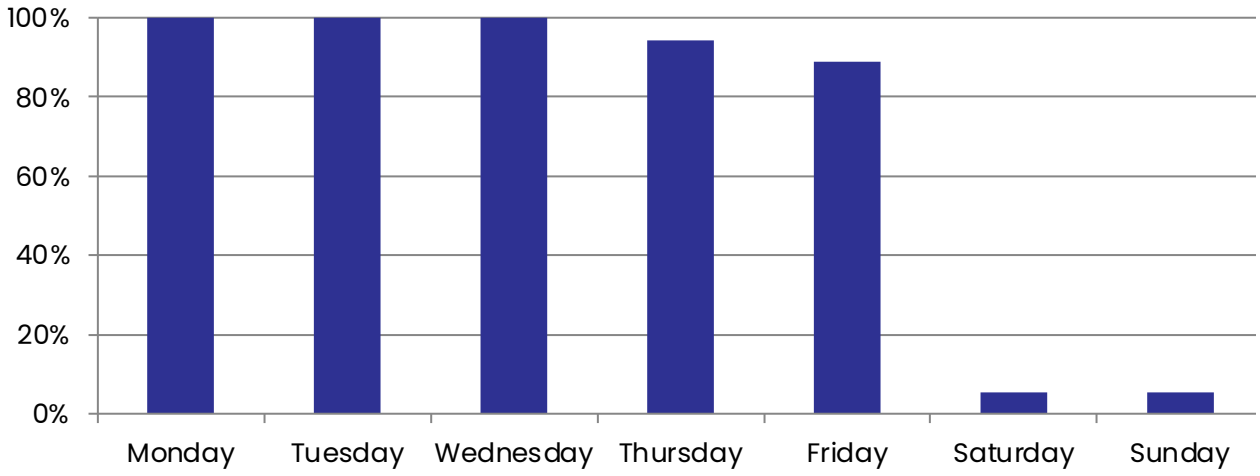
It is also important to understand the type of care needed in the community from employers' and parents' perspectives. In the survey we asked if a new child care facility were available if parents would utilize it. Responses to this question included 28% who would use a new child care facility, 61% who might use a new facility, and 11% who would not use it. Parents in the survey preferred child care centers with 56% of respondents stating that type as their preferred child care option.



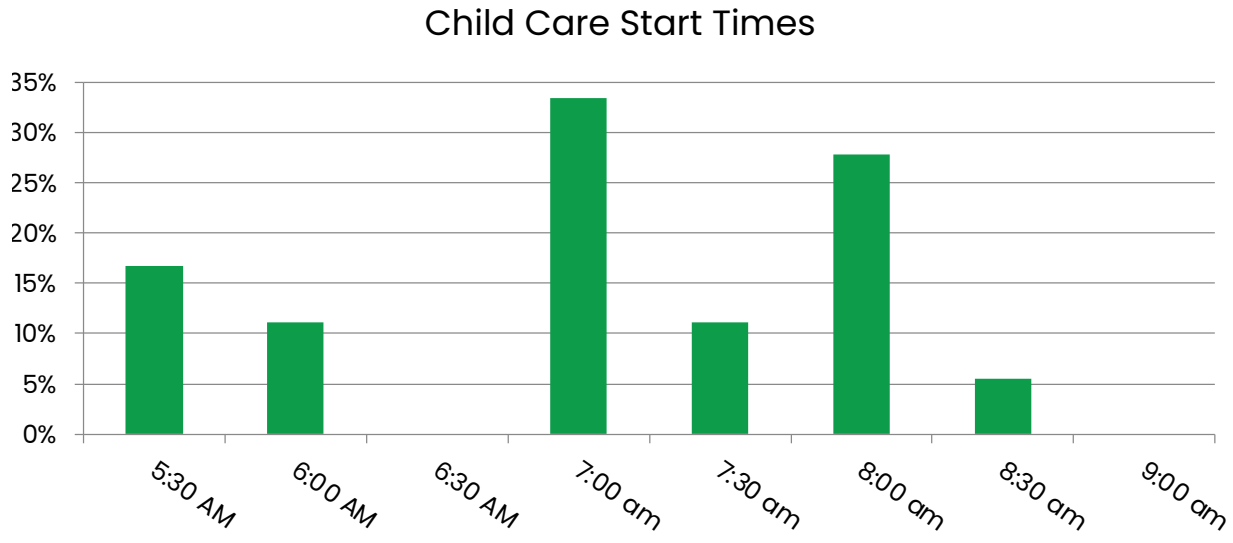
The charts below show more detail about the child care needs in Chisago County. The first chart shows parents' responses on the type of care needed. Of those surveyed, 46% need full-time care, 32% need part-time care, and 21% need drop-in care.

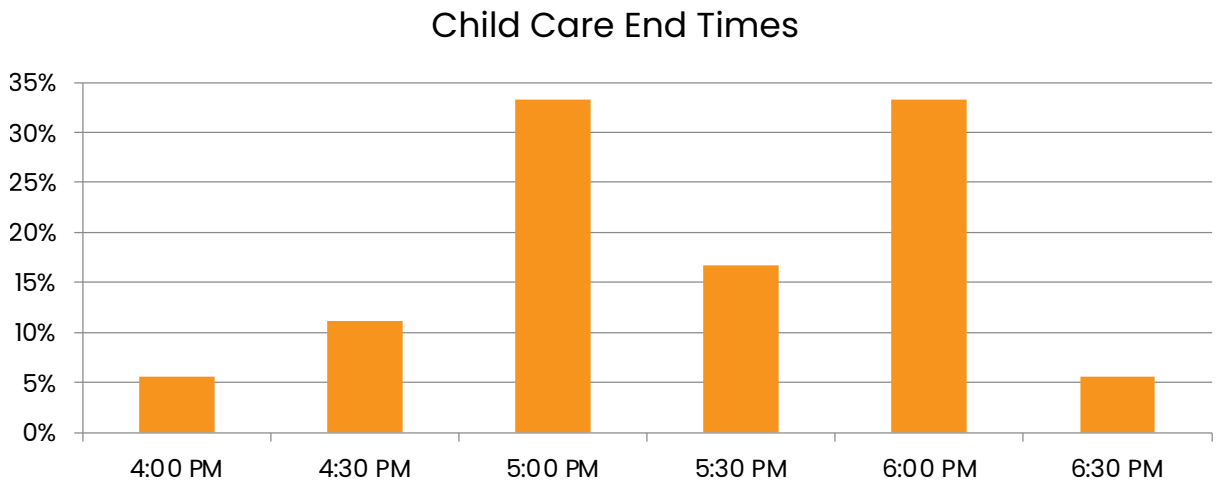


The chart below shows **what days of the week parents will utilize child care in Chisago County**. This is important information for communities as many employers and community officials often believe families need non-traditional types of care, such as weekend or evening care. However, from the parent's perspective that is not always the case. Many parents don't want their children in child care on the evening or weekends. They would rather have one parent home or family members caring for their children during those times. This data should play a role in any decision-making process about non-traditional child care options.



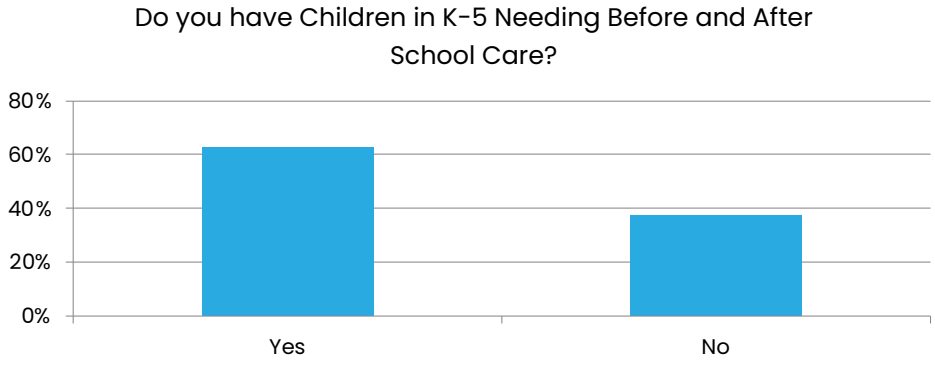
As we continue to look at the types of child care parents in Chisago County are looking for, it is important to consider the hours of operation for new child care programs. It appears it would be helpful for parents to have child care options open as early as 5:30 am each day and closing at 6:00 pm each day. These hours would accommodate the needs of most families.

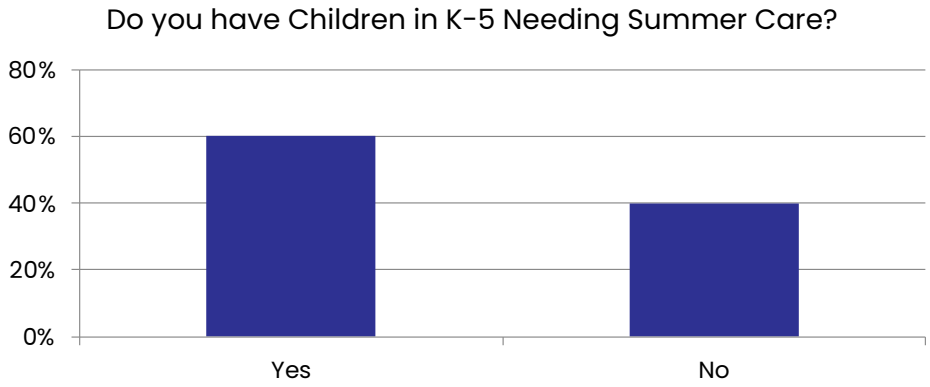




School Age Care Needed

School-age care for children in grades Kindergarten through 5th grade is often an overlooked need in communities. Sometimes there are school based programs that help meet this need for families, and sometimes child care programs offer spots for school-age children as well. In conducting this study, we would be remiss in not gaining a better understanding of the need for care for school-age children. According to the parent survey, 63% of families have a need for school-age care options. In the small number of responses to this survey, 15 children need before and after school care. In addition, 12 children need summer school age care.

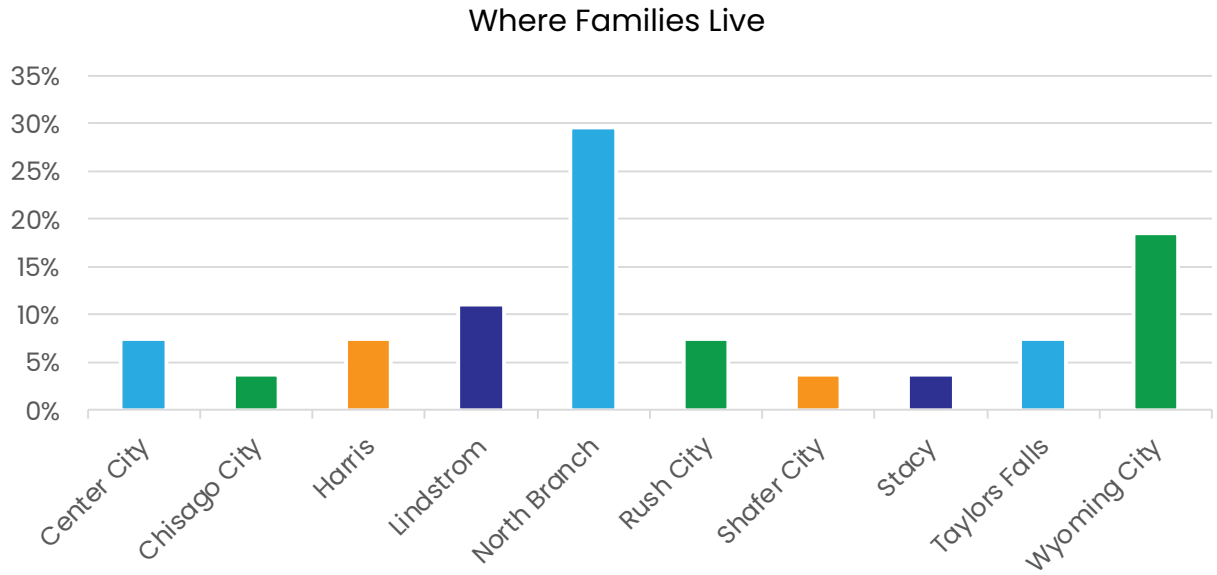


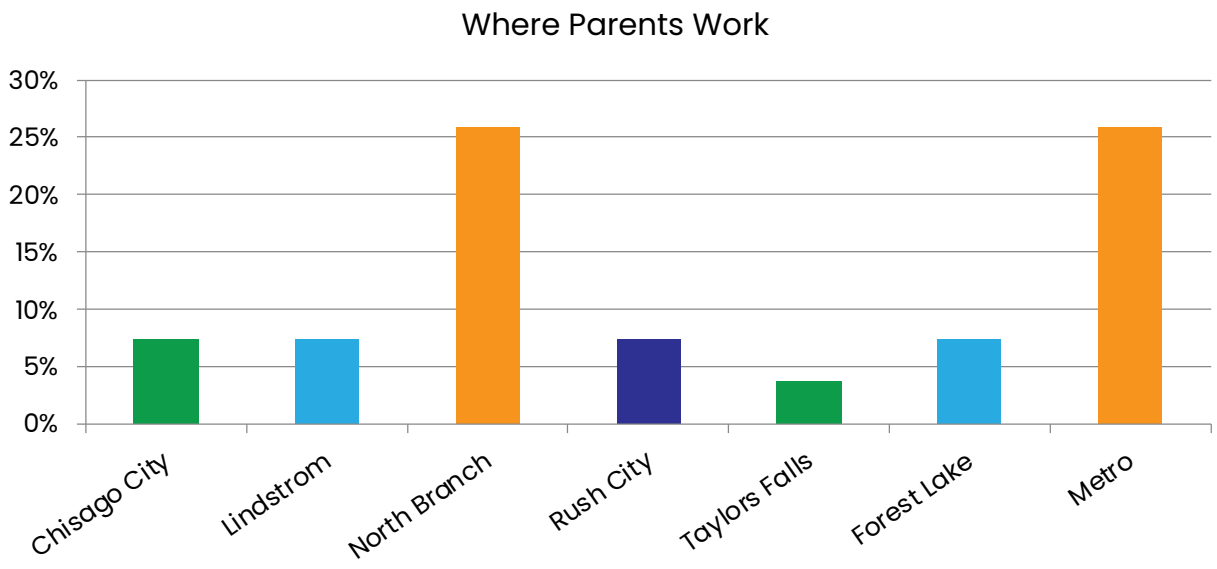




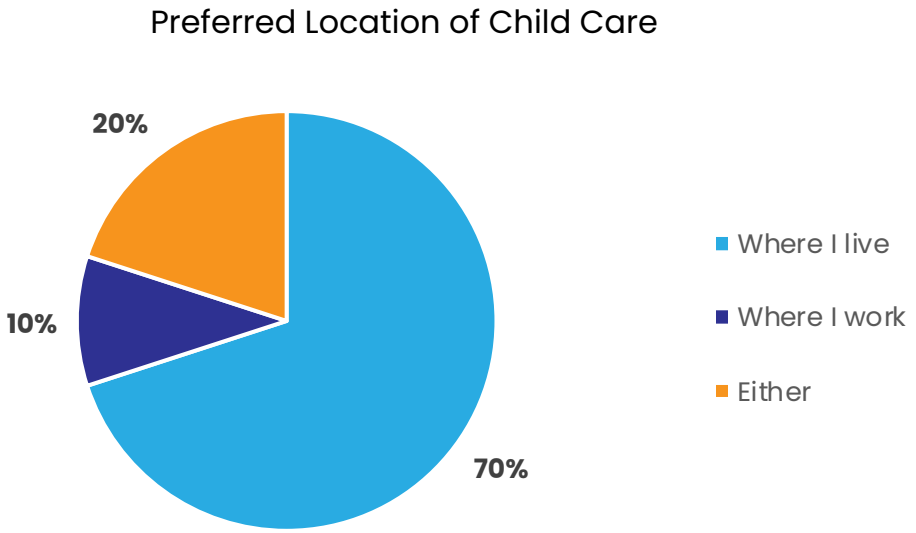
Location of Child Care

Determining where to locate a child care program is a critical decision for a community. The research conducted by First Children's Finance included asking where parents live, work, and their preferred child care location. We also asked local employers where their employees live. This information, in addition to the potential need data, can help us to determine the best location for new child care programs.





Of the parents surveyed, 14 preferred to have child care where they live, 2 preferred to have child care where they work, and the remaining 4 did not have a preference.



Factors Impacting the Child Care System

The following factors impact the child care system in Minnesota and should be considered as communities look at improving their child care supply. In the survey, we asked family child care providers in Chisago County what supports they need in order to look at expanding their current program. Overwhelmingly, respondents said they need financial assistance to aid them in expanding. One out of four child care centers in Chisago County mentioned being willing to expand their program; however, finding qualified staff is their largest obstacle.

FACTOR: It is Challenging to be a Child Care Provider

- Providers are not treated as business owners and educated professionals. Others do not understand the value of the services they offer.
- Centers cannot find and keep good quality workers. They cannot afford to pay them more.
- Low wages, long hours, and no benefits (such as health insurance, retirement, or PTO)
- School based preschool offerings have taken children away from other programs making it more difficult for those programs to maintain a positive cash flow
- Lack of space to expand or operate outside of the home
- Child Care is a complicated business model that is constantly changing and is different from other small businesses.

The challenges of being a family child care provider or a child care center are well-documented. Licensing and regulations have changed over the years along with increasing expectations around outcomes for children entering the primary school system. Many family child care providers operate their businesses with minimal business support, which can lead to issues with overall sustainability.

Child care providers have a tough job – one that comes with few benefits or recognition. Communities have an opportunity to recognize the ongoing contributions and continuous innovation of child care providers. This could be achieved through recognition programs and other support, such as free or low-cost training.

FACTOR: Quality & Regulations: Two Sides of One Coin

- Need better community wide understanding of the importance of quality care, and the cost associated with it.
- Child care is a highly regulated industry; however, child safety is of utmost importance.
- Ratios for numbers of children in younger age groups reduce the number of infants and toddlers a provider can care for, making it extremely difficult to cash flow infant and toddler spots.
- There are a growing number of requirements and regulations for all providers.
- Potential new providers are frightened of the regulations and experienced providers are frustrated with all the paperwork and rules.
- In some communities, there is a lack of local, affordable training opportunities.

Residents indicated the desire to have more licensed child care choices and quality offerings available to select from. While some of this desire is for new child care offerings, many also want enhanced offerings within existing child care. Leveraging interaction and engagement with existing child care programs and families can provide additional insights to support and understand child care programs within the county. As child care quality increases, the community should expect increased family and community investments in child care.

FACTOR: High Cost and Low Availability of Child Care

- Many low-to-middle income families make too much to receive child care assistance but not enough to pay for child care on top of their everyday expenses.
- Employers are beginning to see the need for flexibility in work schedules, when possible, to accommodate the lack of child care.
- Infant care is very hard to find. Parents are trying to line up infant care in early pregnancy or before they become pregnant.
- Child care has small profit margins and is expensive to start.
- Parents want high quality care, but most cannot pay enough to compensate providers for their true value.

There is no clear answer to the ongoing debate between the true cost of child care and the investment required by families to access high-quality child care. One thing is clear, additional support is needed in helping families with low-to-moderate incomes access existing support systems, such as CCAP and Early Learning Scholarships. Additional funding, either on a public or private level, can also help cover the additional expenses of child care.

FACTOR: Diversity of Care Needed

- Some parents are uncomfortable with the child care options available.
- There is a need for all providers to be culturally sensitive to the children in their care.

As communities grow and evolve, needs of new community members may be different from what the current child care market offers. Working to understand specific populations and their child care needs can better position the community and the existing provider network to respond appropriately to those needs.

Recommendations

1. The need for additional child care in Chisago County is great with approximately 1,449 additional spots needed for birth to age 5. The community should explore multiple opportunities to add additional child care programs across the county.
2. The highest needs are located in the following zip codes: 55079 (Stacy), 55045 (Lindstrom), and 55056 (North Branch). We recommend pursuing a multi-pronged approach that includes expansion of existing family and center-based child care programs and startup of new programs.
3. Investigate the Pod Model. The Pod Model increases the supply of family child care programs by allowing up to four programs under the same roof. Programs must be operated independently but can share some services and space with a set schedule. Furthermore, the Pod Model allows new individuals to open family child care businesses outside of their place of residence.
4. All expansions and start up programs should work with a First Children's Finance Business Development Specialist to ensure their project is financially viable. We can walk them through the expansion or startup process. All services are free of charge through funding from the Minnesota Department of Human Services or the Initiative Foundation.
5. Create a support system for all child care providers. Financial supports to assist with startup or expansion of programs is critical to add to the supply of child care. Offering other supports, such as free or low-cost training opportunities, is extremely helpful to child care providers. Forming a network of providers who support one another can be important in keeping people in the field longer and help them feel valued and supported in their work.

Sources of Information

One on one interviews:

- Chisago County Licensor
- Chisago County CCAP Administrator
- Parent Aware Quality Coach
- Public Health
- Chisago County – County Administrator

Surveys

- Employers
- Parents
- Family Child Care Providers
- Child Care Center Owners/Directors

Data Sources:

- Chisago County: www.chisagocountymn.gov
- DEED: https://mn.gov/deed/
- Occupational employment statistics: https://www.bls.gov/oes/home.htm
- Census: https://www.census.gov/quickfacts/MN
- US bureau of labor statistics: https://www.bls.gov/
- MN Department of Human Services: Minnesota Department of Human Services / Minnesota Department of Human Services (mn.gov)
- Family Child Care Licensing: Help for licensed family child care providers / Minnesota Department of Human Services (mn.gov)
- Center Child Care Licensing: Help for licensed child care center providers / Minnesota Department of Human Services (mn.gov)
- Minnesota Child Care Aware: Home - Child Care Aware MN
- Minnesota Parent Aware: Homepage - Parent Aware
- Department of Health: Minnesota Department of Health (state.mn.us)
- Department of Education: MDE (mn.gov)
- Minnesota Children Defense Fund: Home - Children's Defense Fund Minnesota (cdf-mn.org)
- Federal Reserve Bank of Minneapolis: Early Childhood Development: Economic Development with a High Public Return | Federal Reserve Bank of Minneapolis (minneapolisfed.org)
- University of Minnesota: http://childcareaccess.org/county_report/
- Center for Rural Policy: Center for Rural Policy and Development (ruralmn.org)

Annex

First Children's Finance Chisago County Survey Summaries – Parent, Employer, Family and Center Child Care Surveys

Children's Defense Fund Minnesota – 2020 MN Kids Count Data by County- Chisago County

MN DEED County Profile – Chisago County

Department of Human Services Ratios for Licensing

Child Care Aware State Child Care Fact Sheet

First Children's Finance

Founded in 1991, First Children's Finance is a national nonprofit organization based in Minneapolis, Minnesota with regional offices in Iowa and Michigan. First Children's Finance works to stabilize, improve and expand high-quality child care businesses serving low and moderate-income families.

First Children's Finance provides financing, child care business training and consulting, and build partnerships that connect child care businesses with the resources and expertise of the public and private sectors.

First Children's Finance understands the issues and challenges child care businesses face in today's world. We have industry-specific expertise and a shared commitment to the success of child care.

In addition, First Children's Finance aligns its work with child care leaders, businesses and regional initiatives that are committed to quality. We define quality as the creation of environments that support healthy brain development for young children to enhance early learning. First Children's Finance brings a unique perspective, approach, and experience to providing business, planning and financial assistance to our child care and economic development partners.

For more information about First Children's Finance visit www.firstchildrensfinance.org

TAB III.

2024 BUDGET	
OPERATING INCOME:	
County-Wide Levy	700,000
Operating Income:	**700,000**
NONOPERATING INCOME	
Interest/Misc. Income	5,000
SBDC Consultant Fees	15,000
Loan Repayments (Rush City Senior Living)	22,646
Loan Repayments/Tax Abatement (IRI)	282,890
Nonoperating Income:	**325,536**
RESTRICTED INCOME:	
Wyoming Distributions	**170,000**
NET POSITION:	
Cash (Reserves)	**307,885**
TOTAL INCOME:	1,503,421
OPERATING EXPENSES:	
Audit	15,000
Office Building Expenses	25,000
Conferences/Training	4,000
Health Insurance	30,000
Board Per Diems	5,460
MCIT Insurance	5,500
Consulting	0
Legal & Development Costs	10,000
Marketing	30,000
SCDP Expenses	100
Misc (Sales Tax + Misc - other)	100
Office Expenses/Supplies	2,500
Office Equipment	3,000
Phones/Internet	5,000
Postage	1,000
Staff Expenses	5,000
Membership Dues & Subscriptions	5,500
Wages (included: wages, taxes, pension)	259,371
Total Operating Expenses:	**406,531**
	2024
DEVELOPMENT ASSISTANCE EXPENSES	
Small Business Development Center	4,000
Program Development	50,000
Multi-Family Rental Housing	100,000
Industrial Land/Infrastructure/Redevelopment	100,000
County Business Park - Bond Assistance	190,000
Total Development Expenses:	**444,000**
Industrial Land/Infrastructure/Redevelopment (IRI)	**282,890**
Housing Trust Fund	**170,000**
Business Forgivable Loan	**200,000**
TOTAL EXPENSES:	**1,503,421**

2024 HRA-EDA Budget Request

CHISAGO COUNTY HOUSING AND REDEVELOPMENT AUTHORITY - ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION # 2023-0829

A RESOLUTION LEVYING A SPECIAL BENEFIT TAX WITHIN THE AUTHORITY'S AREA OF OPERATION

BE IT RESOLVED by the Board of Directors of the Chisago County Housing and Redevelopment Authority - Economic Development Authority as follows:

1. The Chisago County Housing and Redevelopment Authority - Economic Development Authority, a public body corporate and a political subdivision organized under Minnesota Statutes, Sections 469.001 to 469.047 and 469.090 to 469.1082, pursuant to the authority granted in Minnesota Statutes, Section 469.033, Subdivision 6, hereby levies a special benefit tax in the amount of **$ 700,000.00** within the Authority's area of operation subject to the consent by resolution of the County of Chisago.

2. The Authority hereby requests the County Board to consent by resolution to the levy of the Tax by the Authority.

3. The levy does not exceed 0.0185 percent of taxable market value in the County.

4. The levy, when received by the Authority, shall be deposited in a separate fund to be known as the Housing and Redevelopment Project Fund and shall be expended only for the purposes of Minnesota Sections 469.001 to 469.047.

The motion, made by, Cathy Bennett; Board Member, for the adoption of the foregoing resolution was duly seconded by Chad Lindgren; Board Member, and upon vote being taken thereon, the following voted in favor thereof: James Stein; Board Member, Nathan Keech; Board Vice Chair, Daniel Hoffman; Board Chair and the following voted against the same: none; absent: none.

Whereupon said resolution was declared duly passed and adopted this 29th day of August 2023.

Attest:

Daniel Hoffman
Chairman

(Official Seal)

Nancy Hoffman
Executive Director/Secretary

TAB IV. a.

Chisago County

313 N Main St #174
Center City, MN 55012

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

Date: September 7, 2023

To: Jim Swenson, Chisago County Commissioner District 1
Rick Greene, Chisago County Commissioner District 2
Marlys Dunne, Chisago County Commissioner District 3
Ben Montzka, Chisago County Commissioner District 4
Dan Dahlberg, Chisago County Commissioner District 5

From: Chase Burnham, Chisago County Administrator
Bridgitte Konrad, Chisago County Auditor-Treasurer

Re: DRAFT 2024-2028 Capital Improvement Plan

Introduction

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

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

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

Purpose

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

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

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

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

Explanation

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

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

2024 Capital Improvement Plan

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

In 2024, Chisago County will receive **$4,005,880** in CPA, an increase of $931,345 or 30.29% more than 2023.

It has been the direction of the County Board since the Chisago County Jail/LEC was built that the County has allocated **$628,925** of its CPA fund allocation to the debt service of the Jail/LEC. At the August 31, 2023 Budget and Finance meeting the Board directed that $83,602 of CIP funds be used to pay the annual debt payment for the Honeywell debt, leaving **$ 3,293,353** for the 2024 CIP requests.

In addition to CPA, the County also has ARPA funds remaining, however some have already been allocated. As of 8/31/2023, the County has $ 254,941 remaining in ARPA funding, currently allocated for the County's Administrative Fee, $1,934,539 in the ARPA ARMER Infrastructure Replacement (0334 ENTS) allocation (DES Director Jon Eckel has advised that all but approximately $200,000 of the ARPA ARMER allocation is under contract or awaiting product availability), and $1,245,925 remaining in the Broadband ARPA allocation (at the 09/06/2023 Board meeting the Board approved a $200,000 broadband grant to Franconia Township which is not included in the figure above).

Lastly, the 2023 MN Legislature approved a local public safety aid package as part of the Public Safety Bill. This aid can be used for, but is not limited to training programs, community engagement, personnel or equipment costs, officer wellness, mental health crisis response, and victim services. The aid will be distributed by the Minnesota Department of Revenue through a formula based off city, county, and tribe population size. This is one-time money. Chisago County was allocated a total of $1,138,241.

It is expected that the Budget and Finance Committee will discuss the 2024 Capital Improvement Plan at the September 13th Budget and Finance Committee. It has been past practice to discuss the CIP after the DRAFT Operating Budget and Levy.

Oversight of the Capital Improvement Plan

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

Acknowledgement

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

Sincerely,

C.E. Burnham

Chase Burnham
Chisago County Administrator

County of Chisago, MN

Capital Improvement Program

2024 - 2028



Table of Contents

Administrator & Auditor-Treasurer Memo

Summary Reports

By Department

Projects By Department

Request Details ***Pages***

Auditor-Treasurer (AUD) 2-4

Sheriff (CCSO) 5-15

Emergency Management (EMGT) 16

Enterprise Services (ENTS) 17-30

Environmental Services (ENVS) 31-40

Facilities & Maintenance (MNT) 41-60

Public Works (PWKS) 61-86

Chisago County Capital Improvement Program

Department Summary

Funding Source	2024	2025	2026	2027	2028	Total
Auditor-Treasurer	$ 65,500	$ 63,500	$ 63,500	$ -	$ -	$ 192,500
CCSO	$ 857,176	$ 445,770	$ 479,203	$ 515,143	$ -	$ 2,297,292
Emergency Management	$ 9,295	$ -	$ -	$ -	$ -	$ 9,295
Enterprise Services	$ 977,800	$ -	$ -	$ -	$ -	$ 977,800
Environmental Services	$ 851,500	$ -	$ -	$ -	$ -	$ 851,500
Facilities & Maintenance	$ 1,031,086	$ 307,000	$ -	$ 5,100	$ -	$ 1,343,186
Public Works	$ 6,505,500	$ 330,000	$ 360,000	$ 750,000	$ -	$ 7,945,500
Total	**$ 10,297,857**	**$ 1,146,270**	**$ 902,703**	**$ 1,270,243**	**$ -**	**$ 13,617,073**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2024	2025	2026	2027	2028	Total
Auditor-Treasurer							
AUD-0137	Election Equipment Replacement Fund	$ 59,000	$ 59,000	$ 59,000	$ -	$ -	$ 177,000
AUD-0139	Election Results - Storage Media	$ 4,500	$ 4,500	$ 4,500	$ -	$ -	$ 13,500
AUD-0418	Safe	$ 2,000	$ -	$ -	$ -	$ -	$ 2,000
Auditor-Treasurer Total		**$ 65,500**	**$ 63,500**	**$ 63,500**	**$ -**	**$ -**	**$ 192,500**
CCSO							
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements	$ 414,670	$ 445,770	$ 479,203	$ 515,143	$ -	$ 1,854,786
CCSO-0367	NOPTIC NV3 Night Vision	$ 8,000	$ -	$ -	$ -	$ -	$ 8,000
CCSO-0368	Drone	$ 20,075	$ -	$ -	$ -	$ -	$ 20,075
CCSO-0369	Patrol Supressors	$ 12,750	$ -	$ -	$ -	$ -	$ 12,750
CCSO-0374	Less Lethal - Pepperball	$ 5,172	$ -	$ -	$ -	$ -	$ 5,172
CCSO-0375	Replacement Patrol Snowmobile	$ 14,699	$ -	$ -	$ -	$ -	$ 14,699
CCSO-0377	Crisis Negotiations Vehicle	$ 266,360	$ -	$ -	$ -	$ -	$ 266,360
CCSO-0378	KeyWatcher	$ 27,500	$ -	$ -	$ -	$ -	$ 27,500
CCSO-0379	SWAT Helmets	$ 8,250	$ -	$ -	$ -	$ -	$ 8,250
CCSO-0416	Ballistic Bunker Replacement(s)	$ 72,000	$ -	$ -	$ -	$ -	$ 72,000
CCSO-0417	SWAT rifle plate replacement	$ 7,700	$ -	$ -	$ -	$ -	$ 7,700
CCSO Total		**$ 857,176**	**$ 445,770**	**$ 479,203**	**$ 515,143**	**$ -**	**$ 2,297,292**
Emergency Management							
EMGT-0386	EOC Replacement Chairs	$ 9,295	$ -	$ -	$ -	$ -	$ 9,295
Emergency Management Total		**$ 9,295**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 9,295**
Enterprise Services							
ENTS-0264	Technology for child protection forensic interview and visitation room	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ENTS-0371	Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailibility of replacement parts	$ 100,800	$ -	$ -	$ -	$ -	$ 100,800
ENTS-0372	Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailibility of replacement parts	$ 48,200	$ -	$ -	$ -	$ -	$ 48,200
ENTS-0373	DMZ San Replacement due to age	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
ENTS-0385	2024 Small Equipment Replacement	$ 255,200	$ -	$ -	$ -	$ -	$ 255,200
ENTS-0390	Cyber Security - Policies	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ENTS-0391	2024 Small Equipment New Requests	$ 36,900	$ -	$ -	$ -	$ -	$ 36,900
ENTS-0392	Wi-Fi in County Parks	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
ENTS-0394	Replace Camera Security System	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
ENTS-0395	Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	$ 48,200	$ -	$ -	$ -	$ -	$ 48,200
ENTS-0397	Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
ENTS-0415	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	$ 18,500	$ -	$ -	$ -	$ -	$ 18,500
Enterprise Services Total		**$ 977,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 977,800**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2024	2025	2026	2027	2028	Total
Environmental Services							
ENVS-0121	Sunrise Prairie Regional Trail Crack Fill & Fog Seal	$ 175,000	$ -	$ -	$ -	$ -	$ 175,000
ENVS-0123	3/4 Ton Truck Replacement	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
ENVS-0129	Swedish Immigrant Regional Trail Land Acquisition to Center City	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ENVS-0130	Swedish Immigrant Trail Construction Connection to Center City	$ 440,000	$ -	$ -	$ -	$ -	$ 440,000
ENVS-0376	Checkerboard Park Swing Set Replacement	$ 16,000	$ -	$ -	$ -	$ -	$ 16,000
ENVS-0380	County Parks Entrance Signage	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ENVS-0381	Sunrise Prairie Regional Trail Benches	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
ENVS-0382	Millermatic 252, Wire Feed Welder	$ 5,500	$ -	$ -	$ -	$ -	$ 5,500
ENVS-0383	Ki Chi Saga Shelter Picnic Tables	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
ENVS-0384	Combination Trash and Recycling Containers for Parks Shelters	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
Environmental Services Total		**$ 851,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 851,500**
Facilities & Maintenance							
MNT-0053	Harris highway lot: mill and overlay	$ -	$ 90,000	$ -	$ -	$ -	$ 90,000
MNT-0054	PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots and access driveways	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
MNT-0057	Center City Public Works lots Mill and Overlay	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
MNT-0060	Sheriff's District Office- Harris, take down existing gates, install sliding gates in impound lot, one manual one electric.	$ -	$ 17,000	$ -	$ -	$ -	$ 17,000
MNT-0063	Replace carpet in the main public hallways of the 1989 Courthouse.	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
MNT-0065	Replace wall covering in 1989 side of Courthouse, in main public hallways.	$ 110,000	$ -	$ -	$ -	$ -	$ 110,000
MNT-0071	Man lift for use at PSC	$ 18,000	$ -	$ -	$ -	$ -	$ 18,000
MNT-0072	Replace furnace at Almelund PW building.	$ -	$ -	$ -	$ 5,100	$ -	$ 5,100
MNT-0076	Replace exterior doors at North Branch HHS	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
MNT-0186	Repair / replace retaining wall around large parking lot at the Courthouse	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
MNT-0187	Replace Leibert HVAC system in Courthouse data center, this was funded, however funds were used for the 1973 Courthouse remodel.	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
MNT-0191	Replace old alarm system in the 89 side of the Courthouse & DES	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
MNT-0193	Replace analog cameras in Courthouse for courthouse security	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
MNT-0222	Changes to 3rd floor - Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
MNT-0265	Improve entrance and waiting area for Vets	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
MNT-0370	Remodel of ESD front counter, along with adjoining hallway and shared conf room with Assessors	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
MNT-0393	Office Security changes for County Administration	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
MNT-0396	Window blinds for 3rd floor at Courthouse	$ 3,086	$ -	$ -	$ -	$ -	$ 3,086
MNT-0413	Add sink in Jail Muster Room	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
MNT-0414	Add fencing and Electronic Gate to Harris DO	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
Facilities & Maintenance Total		**$ 1,031,086**	**$ 307,000**	**$ -**	**$ 5,100**	**$ -**	**$ 1,343,186**

Chisago County Capital Improvement Program

Projects by Department

	Project Number	Project Name	2024	2025	2026	2027	2028	Total
Public Works								
23	PWKS-0069	Center City Facility Improvements	$ 3,700,000	$ -	$ -	$ -	$ -	$ 3,700,000
13	PWKS-0167	1-ton Work Truck	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
8	PWKS-0169	Sign Maintenance Truck	$ 190,000	$ -	$ -	$ -	$ -	$ 190,000
14	PWKS-0170	Patch Wagon	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
	PWKS-0174	Tandem Snow Plow Truck	$ -	$ -	$ -	$ 375,000	$ -	$ 375,000
	PWKS-0175	Tandem Snow Plow Truck	$ -	$ -	$ 360,000	$ -	$ -	$ 360,000
	PWKS-0176	Tandem Snow Plow Truck	$ -	$ -	$ -	$ 375,000	$ -	$ 375,000
22	PWKS-0200	Design/Planning for Center City Facility Improvements	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
15	PWKS-0226	Tandem Snow Plow	$ -	$ 330,000	$ -	$ -	$ -	$ 330,000
7	PWKS-0229	Stumpgrinder	$ 70,000	$ -	$ -	$ -	$ -	$ 70,000
9	PWKS-0230	Changeable Message Signs	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
18	PWKS-0231	Polaris Ranger	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
11	PWKS-0399	Center City Shop Parking Lot Improvements	$ 450,000	$ -	$ -	$ -	$ -	$ 450,000
4	PWKS-0400	Traffic Counters	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
12	PWKS-0401	Thermoplastic Heater	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
2	PWKS-0402	938M Wheel Loader	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
3	PWKS-0403	Snowblower for Loader	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
1	PWKS-0404	Vehicle Lift	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
6	PWKS-0405	272D Skid Steer	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
16	PWKS-0406	299D Skid Steer	$ 111,000	$ -	$ -	$ -	$ -	$ 111,000
10	PWKS-0407	Chainsaws	$ 8,000	$ -	$ -	$ -	$ -	$ 8,000
21	PWKS-0408	Weedwhips	$ 6,500	$ -	$ -	$ -	$ -	$ 6,500
20	PWKS-0409	1-ton Tipper Truck	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
5	PWKS-0410	Crash Attenuator Trailers	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
17	PWKS-0411	Additional CIP funding for Approved Equipment	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
19	PWKS-0412	Center City Shop Expansion & Renovation	$ 750,000	$ -	$ -	$ -	$ -	$ 750,000
Public Works Total			**$ 6,505,500**	**$ 330,000**	**$ 360,000**	**$ 750,000**	**$ -**	**$ 7,945,500**
Total			**$ 10,297,857**	**$ 1,146,270**	**$ 902,703**	**$ 1,270,243**	**$ -**	**$ 13,617,073**

Capital Improvement Project
2024 through 2028

PROJECT # AUD-0137

PROJECT NAME: Election Equipment Replacement Fund

Department:	Auditor-Treasurer
Division:	Elections
Project Location:	Courthouse
Project Year	2024



Scan



Touch Writer

Project Description:

Chisago County provides all ballot counters and assistive marking devices for all polling locations in the County. We currently have 23 polling locations, an absentee voting location and backup equipment. The number of precincts and/or polling places could expand with redistricting in 2022. Minnesota Statutes requires that we have assistive marking devices in each of our polling places.

Project Justification:

Our current equipment was purchased in 2018. As with all technology, they have an expected useful life. I expected the equipment will need to be replace in approximately 5 years. To fund replace all of the equipment in one year could cause a financial burden. I am proposing we establish a restricted fund an begin saving for this equipment replacement.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$118,000	$59,000	$59,000	$59,000	$0	$0	$354,000
Total	**$118,000**	**$59,000**	**$59,000**	**$59,000**	**$0**	**$0**	**$354,000**

Capital Improvement Project
2024 through 2028

PROJECT # AUD-0139

PROJECT NAME: Election Results - Storage Media

Department:	Auditor-Treasurer
Division:	Elections
Project Location:	Courthouse
Project Year	2024



Project Description:

We currently use Verity Scan to count all votes cast and Verity TouchWriters for assistive marking of ballots. The equipment uses a v-drive to store the data for the election and store data as votes are cast at the polling place. Each Scan and TouchWriter deployed on election day has one v-drive. On election night that drive is brought to the County and votes are tabulated from the data on that drive. As a security a Key is require for election administrators to load the elections on the equipment and to retrieve the data from the v-drive when returned to the Auditor-Treasurer for tabulation.

Project Justification:

With data retention requirements we are required to have a supply of drives. It is best practice to retire the v-drives and keys after 2-3 uses to lessen the possibility of a drive failing on election day which would then require the ballots be rescanned in order to tabulate votes.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$9,000	$4,500	$4,500	$4,500	$0	$0	$27,000
Total	**$9,000**	**$4,500**	**$4,500**	**$4,500**	**$0**	**$0**	**$27,000**

Capital Improvement Project
2024 through 2028

PROJECT # AUD-0418

PROJECT NAME: Safe

Department:	Auditor-Treasurer
Division:	Auditor-Treasurer
Project Location:	Courthouse
Project Year	2024



Office Safes

Offers the ultimate in fire and medium burglary protection.

Project Description:

The A/T office is in need of a new, larger safe to hold the cash drawers for our office and the Recorder's office. We will also relocate the safe to a room with secure, camera monitored access.

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$2,000	$0	$0	$0	$0	$2,000
Total	**$0**	**$2,000**	**$0**	**$0**	**$0**	**$0**	**$2,000**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0141

PROJECT NAME: Sheriff's Office Patrol Vehicle Replacements

Department:	CCSO
Division:	
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

This project is the replacement of patrol vehicles currently aging out of service. This request will be replacing 5+ year old, fully marked, patrol response vehicles which are used for active patrol within Chisago County.

Project Justification:

It is important that Chisago County have a vehicle replacement plan with regards to patrol vehicles. The sheriff's Office has worked at aging its fleet and increasing the life of current patrol vehicles.

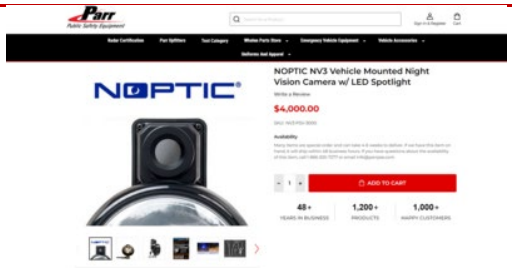
Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$659,126	$414,670	$445,770	$479,203	$515,143	$0	$2,513,912
Total	**$659,126**	**$414,670**	**$445,770**	**$479,203**	**$515,143**	**$0**	**$2,513,912**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0367

PROJECT NAME: NOPTIC NV3 Night Vision

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

NOPTIC NV3 Night Vision Flir Breach Monocular.

Project Justification:

These would allow night shifts to have an added tool to assist in locating suspects or missing persons using thermal imaging. Allows rapid deployment to scan large areas quickly while on the move, effective for K9 perimeters, searching or general patrol.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$8,000	$0	$0	$0	$0	$8,000
Total	**$0**	**$8,000**	**$0**	**$0**	**$0**	**$0**	**$8,000**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0368

PROJECT NAME: Drone

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

DJI M30T - Drone replacement of Matrice 210

Project Justification:

This DJI Drone would replace the first Sheriff's Office drone (Matrice 210), which was obtained in 2019 through a donation. The Matrice 210 is failing and needing constant repairs and replacement batteries. The new M30T would have advancing technology, state of industry zoom camera, FLIR technology and can fly in inclement weather.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$20,075	$0	$0	$0	$0	$20,075
Total	**$0**	**$20,075**	**$0**	**$0**	**$0**	**$0**	**$20,075**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0369

PROJECT NAME: Patrol Supressors

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

YHM Turbo patrol rifle supressor. This project would add sound deafening supressors to all assigned patrol issued rifles.

Project Justification:

A suppressor system adds significant safety for the operator and those near gunfire. In an active shooter situation Ex: inside a school, it is unrealistic and nearly impossible to use ear protection when rushing to confront the threat. As soon as a deputy fires their rifle without ear protection, they are essentially unable or ineffective to communicate due to the blast acoustic trauma. This trauma is significantly increased if required to fire indoors. The Patrol Division currently has 3 deputies who are have to wear heading aids as a direct result of firearm use on the job.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$12,750	$0	$0	$0	$0	$12,750
Total	**$0**	**$12,750**	**$0**	**$0**	**$0**	**$0**	**$12,750**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0374

PROJECT NAME: Less Lethal - Pepperball

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

This project would expand the pepperball less lethal capabilities within the patrol division. Currently, the Sheriff's Office has 2 pepperball launchesr available on patrol.

Project Justification:

PepperBall projectiles are an effective way to deliver a less-lethal force option during critical events. PepperBall projectiles can be delivered at distance while encountering hostile or non-complaint subjects, dangerous animals or disperse large non-compliant crowds.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$5,172	$0	$0	$0	$0	$5,172
Total	**$0**	**$5,172**	**$0**	**$0**	**$0**	**$0**	**$5,172**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0375

PROJECT NAME: Replacement Patrol Snowmobile

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

Patrol snowmobile replacement

Project Justification:

The Patrol Division currently has aging snowmobiles. In 2022, the Sheriff's Office was able to replace one snowmobile utilizing contingent (share of fines) funding. This request would replace the next oldest snowmobile which is a 2007 Polaris.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$14,699	$0	$0	$0	$0	$14,699
Total	**$0**	**$14,699**	**$0**	**$0**	**$0**	**$0**	**$14,699**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0377

PROJECT NAME: Crisis Negotiations Vehicle

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

Crisis Negotiations/Emergeince Management/Drone Vehicle

Project Justification:

Vehicle build/ordered by LDV Inc. would support emergence management, drone deployment and CNT operations. Vehicle is equipped with power generation and scene lighting.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$266,360	$0	$0	$0	$0	$266,360
Total	**$0**	**$266,360**	**$0**	**$0**	**$0**	**$0**	**$266,360**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0378

PROJECT NAME: KeyWatcher

Department:	CCSO
Division:	Jail
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

The KeyWatcher platform offers a secure system to manage and track keys and equipment issued to staff

Project Justification:

The platform boasts a modular and expandable design which allows us to configure exact components needed such as key, card modules or storage lockers for personal assets. The system can be programmed to track users and keys with TrueTouch Software and allows for instant key removals and returns with unlimited notifications. The KeyWatcher system requested would
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$27,500	$0	$0	$0	$0	$27,500
Total	**$0**	**$27,500**	**$0**	**$0**	**$0**	**$0**	**$27,500**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0379

PROJECT NAME: SWAT Helmets

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

SWAT Helmet replacement project

Project Justification:

SWAT has been using the original helmets issued in 2005. Those helmets were used and accrued through the 10-33 program. In 2023, the three new members had the agency purchase new helmets. This request is for 11 additional agency owned helmets so that all members have safe and appropriate helmets with new harnesses.
Funding - PSF

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$8,250	$0	$0	$0	$0	$8,250
Total	**$0**	**$8,250**	**$0**	**$0**	**$0**	**$0**	**$8,250**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0416

PROJECT NAME: Ballistic Bunker Replacement(s)

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

This project will replace the Sheriff's Office current bunkers. Bunker ballistic technology has advanced over the years.

Project Justification:

The Sheriff's Office currently has two ballistic bunkers, and both are over 20 years old and expired. Bunker ballistic technology has advanced over the years and modern bunkers can stop both handgun and rifle rounds. The Sheriff's Office old bunkers can only stop small handgun rounds. As rifle assaults on officers continue to rise, this will be an added protection for Deputies on high-risk vehicle approaches, building searches and other aspects of law enforcement. This request is for 8 duty shields and 2 training shields.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$72,000	$0	$0	$0	$0	$72,000
Total	**$0**	**$72,000**	**$0**	**$0**	**$0**	**$0**	**$72,000**

Capital Improvement Project
2024 through 2028

PROJECT # CCSO-0417

PROJECT NAME: SWAT rifle plate replacement

Department:	CCSO
Division:	CCSO
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

This project would replace the current rifle plates worn by our SWAT team members.

Project Justification:

The current ballistic plates worn by our SWAT team members were purchase in 2005 and are long overdue for replacement. The original plates are not rated to stop commonly sold rounds (5.56 green tip). New plates are not only lighter but also can stop current rounds seen in everyday policing. The project would replace 11 expired front plates from current vests and add a back plates to each members vest.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$7,700	$0	$0	$0	$0	$7,700
Total	**$0**	**$7,700**	**$0**	**$0**	**$0**	**$0**	**$7,700**

Capital Improvement Project
2024 through 2028

PROJECT # EMGT-0386

PROJECT NAME: EOC Replacement Chairs

Department:	Emergency Management
Division:	Emergency Management
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

Emergency Operations Center replacement chairs.

Project Justification:

This project would replace the current chairs in the public area of the PSC Emergency Management Center. This room is used by the County and public for numerous events. Since its inception, the room has been used 100's of times for meeting, events, public meetings, and celebrations. The current chairs in the room are becoming stained, bent, and defective. The proposal will replace all existing chairs. The replacement chairs also have wheels to aid in rearranging the room for different events.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$9,295	$0	$0	$0	$0	$9,295
Total	**$0**	**$9,295**	**$0**	**$0**	**$0**	**$0**	**$9,295**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0264

PROJECT NAME: Technology for child protection forensic interview and visitation room

Department:	Enterprise Services
Division:	HHS
Project Location:	Courthouse
Project Year	2024

Project Description:

This request is for a child protection forensic interview and visitation room, this room will require special furnishings, security and electronic recording of Video and Audio on a special system due to data privacy and security requirements. This area will need to be in the Center City Courthouse, and easily accessible to Courthouse Security staff for employee safety.

Project Justification:

This request is for a child protection forensic interview and visitation room, this room will require special furnishings, security and electronic recording of Video and Audio on a special system due to data privacy and security requirements.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0371

PROJECT NAME: Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailability of replacement parts

Department:	Enterprise Services
Division:	ARMER
Project Location:	Courthouse
Project Year	2024

Project Description:

Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailability of replacement parts

Project Justification:

Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailability of replacement parts. Units were originally purchased in 2007

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$100,800	$0	$0	$0	$0	$100,800
Total	**$0**	**$100,800**	**$0**	**$0**	**$0**	**$0**	**$100,800**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0372

PROJECT NAME: Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailability of replacement parts

Department:	Enterprise Services
Division:	County Buildings
Project Location:	North Branch HHS
Project Year	2024

Project Description:

Replace primary UPS units #1 and #2 in NBHHS Data Center due to age and unavailability of replacement parts

Project Justification:

Replace primary UPS units #1 and #2 in NBHHS Data Center due to age and unavailability of replacement parts. Units were originally purchased in 2011

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$48,200	$0	$0	$0	$0	$48,200
Total	**$0**	**$48,200**	**$0**	**$0**	**$0**	**$0**	**$48,200**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0373

PROJECT NAME: DMZ San Replacement due to age

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

DMZ San Replacement

Project Justification:

DMZ San Replacement due to age

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$90,000	$0	$0	$0	$0	$90,000
Total	**$0**	**$90,000**	**$0**	**$0**	**$0**	**$0**	**$90,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0385

PROJECT NAME: 2024 Small Equipment Replacement

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

2024 Small Equipment Replacement – see detailed spreadsheet attached

Project Justification:

2024 Small Equipment Replacement - devices are out of warranty/end of life

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$255,200	$0	$0	$0	$0	$255,200
Total	**$0**	**$255,200**	**$0**	**$0**	**$0**	**$0**	**$255,200**

Technology Small Equipment New Replacements 2024

TYPE	QTY	Total Cost
PC	16	$22,400.00
Laptop	80	$157,200.00
VDI terminal	126	$75,600.00
Printer	0	$0.00
Scanner	0	$0.00
Monitor	0	$0.00
Total Requested		$255,200.00

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0390

PROJECT NAME: Cyber Security - Policies

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

Cyber Security - Policies
Existing policies need to be updated as well as new ones created to align with the new Federal and State requirements. Clifton Larson Allen recommendation based on 2023 cyber security audit.

Project Justification:

Cyber Security - Policies
Existing policies need to be updated as well as new ones created to align with the new Federal and State requirements.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$70,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$70,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0391

PROJECT NAME: 2024 Small Equipment New Requests

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

2024 Small Equipment New Requests

Project Justification:

2024 Small Equipment New Requests

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$36,900	$0	$0	$0	$0	$0
Total	**$0**	**$36,900**	**$0**	**$0**	**$0**	**$0**	**$0**

Technology Small Equipment New Requests 2024

TYPE	QTY	Total Cost
PC	0	$0.00
Laptop	13	$20,800.00
VDI terminal	0	$0.00
Printer	1	$1,000.00
Scanner	0	$0.00
Monitor	7	$5,300.00
Parks VDI for Staff	1	$5,000.00
Laptop Dock	16	$4,800.00
		$36,900.00

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0392

PROJECT NAME: Wi-Fi in County Parks

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

Project Description:

Wi-Fi in County Parks. Fish Lake County Park, Ki Chi Saga Park, Checkerboard County Park,Dennis Frandsen County Park and Kost Dam County Park

Project Justification:

Opportunity for better security monitoring. Highly accurate traffic monitoring (allows us to have better understanding of parks usage and aids in grant application requests) A digital portal for education — visitors can download information about the park, such as mobile apps. Save money on printing — digital content, such as trail maps, schedules, and education materials. Alternative payment options using credit cards at Fish Lake Park for weekend parking passes. Internet access for underserved communities. Potential to generate additional revenue or support operating costs.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$150,000	$0	$0	$0	$0	$150,000
Total	**$0**	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$150,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0394

PROJECT NAME: Replace Camera Security System

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

Due to the age and the amount of new security cameras that have been added and the amount of cameras that need to be added for security the existing system needs to be replaced.

Project Justification:

Due to the age and the amount of new security cameras that have been added and the amount of cameras that need to be added for security the existing system needs to be replaced. Currently we are not able to maintain 30 days of video, which is the standard for security systems of this type.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$100,000	$0	$0	$0	$0	$100,000
Total	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0395

PROJECT NAME: Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room (runs all of the building security, network switches and routers that feed in from the "outside" and to each workstation) due to age and unavailability of replacement parts.

Project Justification:

Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room (runs all of the building security, network switches and routers that feed in from the "outside" and to each workstation) due to age and unavailability of replacement parts.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$48,200	$0	$0	$0	$0	$48,200
Total	**$0**	**$48,200**	**$0**	**$0**	**$0**	**$0**	**$48,200**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0397

PROJECT NAME: Seim Tool - help us detect, prevent, and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.

Department:	Enterprise Services
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

Seim Tool - help us detect, prevent, and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.

Project Justification:

SIEM Tool- will assist DES in identifying cybersecurity vulnerabilities and threats before they can have a major negative impact on operations and delivery of services

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$30,000	$0	$0	$0	$0	$30,000
Total	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$30,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENTS-0415

PROJECT NAME: 6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems

Department:	Enterprise Services
Division:	Enterprise Services
Project Location:	Sheriff's Office/Jail
Project Year	2024

Project Description:

6 Cradlepoint modems for squad cars to utilize new axon Fleet 3 camera systems

Project Justification:

6 Cradlepoint modems for squad cars to utilize new axon Fleet 3 camera systems

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$18,500	$0	$0	$0	$0	$18,500
Total	**$0**	**$18,500**	**$0**	**$0**	**$0**	**$0**	**$18,500**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0121

PROJECT NAME: Sunrise Prairie Regional Trail Crack Fill & Fog Seal

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Implement Sunrise Prairie Regional Trail Pavement Management Plan with crack sealing and fog treatment of trail and trailhead locations.

Project Justification:

The Pavement Management Plan will get extended life out of the trail while provide a smooth and safe surface for a better user experience.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$175,000	$0	$0	$0	$0	$175,000
Total	**$0**	**$175,000**	**$0**	**$0**	**$0**	**$0**	**$175,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0123

PROJECT NAME: 3/4 Ton Truck Replacement

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Replace truck Unit #908, 2008 Chevy Silverado 2500, Asset tag #-U343

Project Justification:

This vehicle was purchased used from the Chisago County Highway Department, it currently has high mileage (182,000), Rusting of body, brake lines, and fuel lines. Will be due for replacement in 2024.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$60,000	$0	$0	$0	$0	$60,000
Total	**$0**	**$60,000**	**$0**	**$0**	**$0**	**$0**	**$60,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0129

PROJECT NAME: Swedish Immigrant Regional Trail Land Acquisition to Center City

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024

Project Description:

Acquisition of 1.7 to 2 mile trail corridor via purchase agreement and legacy grant funding.

Project Justification:

The purchase agreement of the Swedish Immigrant Regional Trail corridor from Center City to Shafer will be required to build this trail segment.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Grants	$0	$400,000	$0	$0	$0	$0	$400,000
Total	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$450,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0130

PROJECT NAME: Swedish Immigrant Trail Construction Connection to Center City

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2025



Project Description:

Contemplated construction of approximate 2 mile segment of trail to connect with Center City.

Project Justification:

This segment will complete the trail from Shafer to Center City. The trail connection will provide a safe route of travel for all users.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$440,000	$0	$0	$0	$0	$440,000
Total	**$0**	**$440,000**	**$0**	**$0**	**$0**	**$0**	**$440,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0376

PROJECT NAME: Checkerboard Park Swing Set Replacement

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Purchase and Installation of new ADA swing set structure.

Project Justification:

Replacement of existing swing set that is 20+ years old and is located within seasonal flooding area which does not allow for proper playground surface material to be placed beneath structure.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$16,000	$0	$0	$0		$16,000
Total	**$0**	**$16,000**	**$0**	**$0**	**$0**		**$16,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0380

PROJECT NAME: County Parks Entrance Signage

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Parks Entry Sign Replacements

Project Justification:

All of the 5 County Parks will need new entry signs to replace old original signs. These existing signs are made of wood products that are rotting and are past general repair.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0381

PROJECT NAME: Sunrise Prairie Regional Trail Benches

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Sunrise Prairie Regional Trail corridor benches

Project Justification:

Replacement and the addition of benches along the Sunrise Prairie Regional Trail (approximately every mile along the corridor). These benches will be mounted to concrete slabs.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$25,000	$0	$0	$0	$0	$25,000
Total	**$0**	**$25,000**	**$0**	**$0**	**$0**	**$0**	**$25,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0382

PROJECT NAME: Millermatic 252, Wire Feed Welder

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

Purchase of New Millermatic 252 Wire Feed Welder

Project Justification:

Replacement of 25 year old Millermatic 185 Wire Feed Welder

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$5,500	$0	$0	$0	$0	$5,500
Total	**$0**	**$5,500**	**$0**	**$0**	**$0**	**$0**	**$5,500**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0383

PROJECT NAME: Ki Chi Saga Shelter Picnic Tables

Department:	Environmental Services
Division:	Parks
Project Location:	Other
Project Year	2024



Project Description:

ADA Picnic Tables under new Athletic Field Pavillon at Ki Chi Saga Park

Project Justification:

There is a need for 6-8 maintenance free ADA picnic table to be placed under new Athletic Field Pavillon at Ki Chi Saga Park.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$10,000	$0	$0	$0	$0	$10,000
Total	**$0**	**$10,000**	**$0**	**$0**	**$0**	**$0**	**$10,000**

Capital Improvement Project
2024 through 2028

PROJECT # ENVS-0384

PROJECT NAME: Combination Trash and Recycling Containers for Parks Shelters

Department:	Environmental Services
Division:	Parks
Project Location:	
Project Year	2024



Project Description:

Combination trash and recycling containers for parkshelters

Project Justification:

These will serve the needs for are visitors to properly recycling products during special events and daily use. 16 recycling containers needed at 8 shelter locations within the parks system.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$20,000	$0	$0	$0	$0	$20,000
Total	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0053

PROJECT NAME: Harris highway lot: mill and overlay

Department:	Facilities & Maintenance
Division:	Public Works
Project Location:	Highway – Harris
Project Year	2025



Project Description:

Harris highway lot: mill and overlay

Project Justification:

Harris highway lot: mill and overlay, this project needs to be coordinated with any expansion of the buildings at the Harris PW site.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$90,000	$0	$0	$0	$90,000
Total	**$0**	**$0**	**$90,000**	**$0**	**$0**	**$0**	**$90,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0054

PROJECT NAME: PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots and access driveways

Department:	Facilities & Maintenance
Division:	Jail
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots and access driveways

Project Justification:

PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots and access driveways, this needs to be done before the surfaces are in poor condition, this work will prolong the life of the lots and driveways.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$20,000	$0	$0	$0	$0	$20,000
Total	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0057

PROJECT NAME: Center City Public Works lots Mill and Overlay

Department:	Facilities & Maintenance
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2025



Project Description:

Center City Public Works lots Mill and Overlay

Project Justification:

Center City Public Works lots Mill and Overlay, this project needs to be coordinated with any construction of buildings that may occur on the site.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$200,000	$0	$0	$0	$200,000
Total	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$200,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0060

PROJECT NAME: Sheriff's District Office- Harris, take down existing gates, install sliding gates in impound lot, one manual one electric.

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Sheriff's Office – Harris
Project Year	2025



Project Description:

Sheriff's District Office- Harris, take down existing gates, install sliding gates in impound lot, one manual one electric.

Project Justification:

Sheriff's District Office- Harris, take down existing gates, install sliding gates in impound lot, one manual one electric. This would allow sheriff's employees easier access to impound lot when items are being taken in or removed.

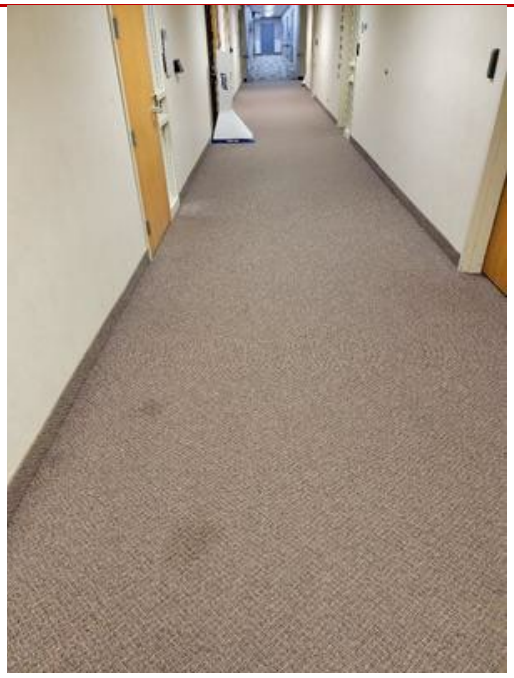
Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$17,000	$0	$0	$0	$17,000
Total	**$0**	**$0**	**$17,000**	**$0**	**$0**	**$0**	**$17,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0063

PROJECT NAME: Replace carpet in the main public hallways of the 1989 Courthouse.

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024



Project Description:

Replace carpet in the main public hallways of the 1989 Courthouse.

Project Justification:

Replace carpet in the main public hallways of the 1989 Courthouse. The carpet in the 1989 side of the Courthouse is old, worn and stained. Cleaning and shampooing no longer returns the carpet to an acceptable looking state.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$60,000	$0	$0	$0	$0	$60,000
Total	**$0**	**$60,000**	**$0**	**$0**	**$0**	**$0**	**$60,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0065

PROJECT NAME: Replace wall covering in 1989 side of Courthouse, in main public hallways.

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024



Project Description:

Replace wall covering in 1989 side of Courthouse, in main public hallways.

Project Justification:

Replace wall covering in 1989 side of Courthouse, in main public hallways. Wall coverings are old and worn, coming loose in some places, needs to be replaced.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$110,000	$0	$0	$0	$0	$110,000
Total	**$0**	**$110,000**	**$0**	**$0**	**$0**	**$0**	**$110,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0071

PROJECT NAME: Man lift for use at PSC

Department:	Facilities & Maintenance
Division:	Jail
Project Location:	Sheriff's Office/Jail
Project Year	2024



Project Description:

Need a man lift to reach the high areas in the PSC and Jail. There is no way to use a ladder to reach many of these areas.

Project Justification:

Need a man lift to reach the high areas in the PSC and Jail. There is no way to use a ladder to reach many of these areas. Due to limited space in some of the areas, a narrow lift is needed to fit through the doors.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$18,000	$0	$0	$0	$0	$18,000
Total	**$0**	**$18,000**	**$0**	**$0**	**$0**	**$0**	**$18,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0072

PROJECT NAME: Replace furnace at Almelund PW building.

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Other
Project Year	2025



Project Description:

Furnace at the Almelund PW building is old and needs to be replaced.

Project Justification:

Furnace at the Almelund PW building is old and needs to be replaced.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$0	$0	$5,100	$0	$5,100
Total	**$0**	**$0**	**$0**	**$0**	**$5,100**	**$0**	**$5,100**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0076

PROJECT NAME: Replace exterior doors at North Branch HHS

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	North Branch HHS
Project Year	2024

Project Description:

Replace exterior doors at North Branch HHS

Project Justification:

Replace exterior doors at North Branch HHS. Doors are old and are showing signs of wear, also they are not very energy efficient.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$10,000	$0	$0	$0	$0	$10,000
Total	**$0**	**$10,000**	**$0**	**$0**	**$0**	**$0**	**$10,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0186

PROJECT NAME: Repair / replace retaining wall around large parking lot at the Courthouse

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024



Project Description:

ESTIMATE ONLY Retaining wall is falling apart, also has drainage problems. If drainage is caused by the parking lot, this cost will be significantly higher.
UPDATE Wall has fallen over, parking lot drainage is bad and SW corner of lot is sinking, getting price update 6-2022

Project Justification:

ESTIMATE ONLY Retaining wall is falling apart, also has drainage problems. If drainage is caused by the parking lot, this cost will be significantly higher.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$250,000	$0	$0	$0	$0	$250,000
Total	**$0**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$250,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0187

PROJECT NAME: Replace Leibert HVAC system in Courthouse data center, this was funded, however funds were used for the 1973 Courthouse remodel.

Department:	Facilities & Maintenance
Division:	Enterprise Services
Project Location:	Courthouse
Project Year	2024



Project Description:

The cooling systems for the data center at the courthouse is over 15 years old. It runs 24x7x365 due to the heat being generated by the servers and network equipment in the room.

Project Justification:

The cooling systems for the data center at the courthouse is over 15 years old. It runs 24x7x365 due to the heat being generated by the servers and network equipment in the room.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$200,000	$0	$0	$0	$0	$200,000
Total	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0191

PROJECT NAME: Replace old alarm system in the 89 side of the Courthouse & DES

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

The existing system is very old and proprietary so service is difficult.
Components are failing as they age.

Project Justification:

Replace old alarm system in the 89 side of the Courthouse &DES

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$80,000	$0	$0	$0	$0	$80,000
Total	**$0**	**$80,000**	**$0**	**$0**	**$0**	**$0**	**$80,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0193

PROJECT NAME: Replace analog cameras in Courthouse for courthouse security

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

The courthouse has mostly old analog cameras for security. These units are getting old and need to be replaced with new digital technology.

Project Justification:

The courthouse has mostly old analog cameras for security. These units are getting old and need to be replaced with new digital technology.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$30,000	$0	$0	$0	$0	$30,000
Total	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$30,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0222

PROJECT NAME: Changes to 3rd floor • Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony

Department:	Facilities & Maintenance
Division:	County Attorney
Project Location:	Courthouse
Project Year	2024

Project Description:

Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony. Ideally should have ready access to restrooms, comfortable seating, entertainment (tv?), fridge and sink – investigating the likelihood of using the current jury assembly room as an option

Project Justification:

Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony. Ideally should have ready access to restrooms, comfortable seating, entertainment (tv?), fridge and sink – investigating the likelihood of using the current jury assembly room as an option

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$20,000	$0	$0	$0	$0	$20,000
Total	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0265

PROJECT NAME: Improve entrance and waiting area for Vets

Department:	Facilities & Maintenance
Division:	HHS
Project Location:	Courthouse
Project Year	2024

Project Description:

$10,000 was budgeted and approved in 2022 for this project, however due to additional requirements and configurations there is more funding required. An additional $15,000 is being requested to complete the project with the modifications requested.

Project Justification:

$10,000 was budgeted and approved in 2022 for this project, however due to additional requirements and configurations there is more funding required. An additional $15,000 is being requested to complete the project with the modifications requested.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$15,000	$0	$0	$0	$0	$15,000
Total	**$0**	**$15,000**	**$0**	**$0**	**$0**	**$0**	**$15,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0370

PROJECT NAME: Remodel of ESD front counter, along with adjoining hallway and shared conf room with Assessors

Department:	Facilities & Maintenance
Division:	Environmental Services
Project Location:	Courthouse
Project Year	2024

Project Description:

Remodel of ESD front counter, along with adjoining hallway and shared conf room with Assessors to provide additional space, efficient workflow and improved customer service experience

Project Justification:

Remodel of ESD front counter, along with adjoining hallway and shared conf room with Assessors to provide additional space, efficient workflow and improved customer service experience

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$75,000	$0	$0	$0	$0	$75,000
Total	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$75,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0393

PROJECT NAME: Office Security changes for County Administration

Department:	Facilities & Maintenance
Division:	Administration
Project Location:	Courthouse
Project Year	2024

Project Description:

Physical changes are needed to the "public" area of the County Administration office to help ensure better safety for the staff as well as reduce the risk of unauthorized people over hearing sensitive information.

Project Justification:

Physical changes are needed to the "public" area of the County Administration office to help ensure better safety for the staff as well as reduce the risk of unauthorized people over hearing sensitive information.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0396

PROJECT NAME: Window blinds for 3rd floor at Courthouse

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Courthouse
Project Year	2024

Project Description:

Add window blinds on the 3rd floor windows located across from courtrooms and Co Attornies office hall.

Project Justification:

This will help reduce the space heating up in the summertime due to the sun shining in.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$3,086	$0	$0	$0	$0	$3,086
Total	**$0**	**$3,086**	**$0**	**$0**	**$0**	**$0**	**$3,086**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0413

PROJECT NAME: Add sink in Jail Muster Room

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Sheriff's Office/Jail
Project Year	2024

Project Description:

Add sink in Jail Muster Room, this will require saw cutting of floors to bring sewer drain into the room.

Project Justification:

Add sink in Jail Muster Room as there is not one for staff to use in that room.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$25,000	$0	$0	$0	$0	$25,000
Total	**$0**	**$25,000**	**$0**	**$0**	**$0**	**$0**	**$25,000**

Capital Improvement Project
2024 through 2028

PROJECT # MNT-0414

PROJECT NAME: Add fencing and Electronic Gate to Harris DO

Department:	Facilities & Maintenance
Division:	County Buildings
Project Location:	Sheriff's Office – Harris
Project Year	2024

Project Description:

Add fencing and Electronic Gate to Harris DO

Project Justification:

With the new bike path trailhead parking off the Harris District Office parking area, we will be looking at adding security fencing to part of the parking lot, restricting public assess around the building. This fencing project would also include an electronic gate access and privacy slats.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$65,000	$0	$0	$0	$0	$65,000
Total	**$0**	**$65,000**	**$0**	**$0**	**$0**	**$0**	**$65,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0069

PROJECT NAME: Center City Facility Improvements

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Project will construct a 100' x 150' warm storage building at Center City location

Project Justification:

Equipment being stored outside. Looking to be able to house other department equipment as well.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$3,700,000	$0	$0	$0	$0	$3,700,000
Total	**$0**	**$3,700,000**	**$0**	**$0**	**$0**	**$0**	**$3,700,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0167

PROJECT NAME: 1-ton Work Truck

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Work truck for everyday activities, including plowing

Project Justification:

Replaces Unit #374

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$75,000	$0	$0	$0	$0	$75,000
Total	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$75,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0169

PROJECT NAME: Sign Maintenance Truck

Department:	Public Works
Division:	Traffic Operations
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Sing truck for installing and maintaining signage

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$190,000	$0	$0	$0	$0	$170,000
Total	**$0**	**$190,000**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0170

PROJECT NAME: Patch Wagon

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Patch wagon for filling potholes

Project Justification:

Replaces Unit #318

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0174

PROJECT NAME: Tandem Snow Plow Truck

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2029

Project Description:

Tandem snow plow truck

Project Justification:

replaces unit #366

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$0	$0	$375,000	$0	$375,000
Total	**$0**	**$0**	**$0**	**$0**	**$375,000**	**$0**	**$375,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0175

PROJECT NAME: Tandem Snow Plow Truck

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Sheriff's Office – Harris
Project Year	2026

Project Description:

Tandem snow plow truck

Project Justification:

replaces unit #367

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$0	$360,000	$0	$0	$360,000
Total	**$0**	**$0**	**$0**	**$360,000**	**$0**	**$0**	**$360,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0176

PROJECT NAME: Tandem Snow Plow Truck

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2027

Project Description:

Tandem snow plow truck

Project Justification:

replaces unit #371

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$0	$0	$0	$375,000	$0	$375,000
Total	**$0**	**$0**	**$0**	**$0**	**$375,000**	**$0**	**$375,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0200

PROJECT NAME: Design/Planning for Center City Facility Improvements

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Plan and design warm storage building for 2023 delivery

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$300,000	$0	$0	$0	$0	$300,000
Total	**$0**	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0226

PROJECT NAME: Tandem Snow Plow

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2025

Project Description:

Tandem Snow Plow

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$170,000	$0	$330,000	$0	$0	$0	$830,000
Total	**$170,000**	**$0**	**$330,000**	**$0**	**$0**	**$0**	**$830,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0229

PROJECT NAME: Stumpgrinder

Department:	Public Works
Division:	Maintenance - Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Stumpgrinder

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$70,000	$0	$0	$0	$0	$70,000
Total	**$0**	**$70,000**	**$0**	**$0**	**$0**	**$0**	**$70,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0230

PROJECT NAME: Changeable Message Signs

Department:	Public Works
Division:	Traffic Operations
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Changeable message signs

Project Justification:

Signage will be used to help alert motorists to upcoming traffic impacts

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$40,000	$0	$0	$0	$0	$40,000
Total	**$0**	**$40,000**	**$0**	**$0**	**$0**	**$0**	**$40,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0231

PROJECT NAME: Polaris Ranger

Department:	Public Works
Division:	Highway Engineering
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Polaris Ranger Side by Side UTV

Project Justification:

UTV will be used by several divisions with in PW. Survey Crew will use on projects to stake instead of driving the truck all day. County Surveyor will also be able to use. Ditch Inspector will also be able to use for inspections.

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$30,000	$0	$0	$0	$0	$30,000
Total	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$30,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0399

PROJECT NAME: Center City Shop Parking Lot Improvements

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Resurface parking lot at PW

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$450,000	$0	$0	$0	$0	$450,000
Total	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$450,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0400

PROJECT NAME: Traffic Counters

Department:	Public Works
Division:	Highway Engineering
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Replace outdated traffic counter equipment.

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$20,000	$0	$0	$0	$0	$20,000
Total	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0401

PROJECT NAME: Thermoplastic Heater

Department:	Public Works
Division:	Traffic Operations
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Heater unit used to install traffic markings

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$10,000	$0	$0	$0	$0	$10,000
Total	**$0**	**$10,000**	**$0**	**$0**	**$0**	**$0**	**$10,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0402

PROJECT NAME: 938M Wheel Loader

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Harris
Project Year	2024

Project Description:

Loader to replace U-386

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$300,000	$0	$0	$0	$0	$300,000
Total	**$0**	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0403

PROJECT NAME: Snowblower for Loader

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Snowblower attachment for loader

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$65,000	$0	$0	$0	$0	$65,000
Total	**$0**	**$65,000**	**$0**	**$0**	**$0**	**$0**	**$65,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0404

PROJECT NAME: Vehicle Lift

Department:	Public Works
Division:	Fleet Services/Shop
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Vehicle lift for shop

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$50,000	$0	$0	$0	$0	$50,000
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0405

PROJECT NAME: 272D Skid Steer

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Skid Steer to replace Case skid steer

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$85,000	$0	$0	$0	$0	$85,000
Total	**$0**	**$85,000**	**$0**	**$0**	**$0**	**$0**	**$85,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0406

PROJECT NAME: 299D Skid Steer

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Replacement skid steer for U-352

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$111,000	$0	$0	$0	$0	$111,000
Total	**$0**	**$111,000**	**$0**	**$0**	**$0**	**$0**	**$111,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0407

PROJECT NAME: Chainsaws

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

replacement of existing chainsaws

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$8,000	$0	$0	$0	$0	$8,000
Total	**$0**	**$8,000**	**$0**	**$0**	**$0**	**$0**	**$8,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0408

PROJECT NAME: Weedwhips

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

replacement of existing weedwhips

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$6,500	$0	$0	$0	$0	$6,500
Total	**$0**	**$6,500**	**$0**	**$0**	**$0**	**$0**	**$6,500**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0409

PROJECT NAME: 1-Ton Tipper Truck

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

New 1-Ton Tipper truck

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$100,000	$0	$0	$0	$0	$100,000
Total	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0410

PROJECT NAME: Crash Attenuator Trailers

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Crash attenuator trailers

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$65,000	$0	$0	$0	$0	$65,000
Total	**$0**	**$65,000**	**$0**	**$0**	**$0**	**$0**	**$65,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0411

PROJECT NAME: Additional CIP funding for Approved Equipment

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Additional funding for 2022 1-ton trucks

Project Justification:

Costs have risen significantly since 2022

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$30,000	$0	$0	$0	$0	$30,000
Total	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$30,000**

Capital Improvement Project
2024 through 2028

PROJECT # PWKS-0412

PROJECT NAME: Center City Shop Expansion & Renovation

Department:	Public Works
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2024

Project Description:

Project expands and renovates lunchrooms in Engineering/admin and Maintenance/Fleet as well as expanding the PW Conference Room

Project Justification:

Funding Sources	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Total
County Program Aid (CPA)	$0	$750,000	$0	$0	$0	$0	$750,000
Total	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$750,000**

ARPA/CIP Funds – Chisago County Historical Society

At the 9/6/2023, Lin Strong of the Chisago County Historical Society requested that the Chisago County Board of Commissioners replace their HVAC System in the Lindstrom Building. The Board, by consensus, requested this discussion happen at the September 13th, 2023 Budget and Finance Committee meeting.

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
2024 - $35,210

TOTAL REQUEST OF ADDITIONAL $28,000

Would the County like to fund this request?

2023 CIP – Ceiling Tiles in Hallways of 1989 Building

The 2023 CIP has allocated $75,000.00 for Ceiling Tile replacement in the hallways of 1989 Building. The County has sought quotes for this project, and they have come in significantly higher than expected, the low quote is $106,720.00

TOTAL NEED $31,720.00

Enterprise Services Director Jon Eckel proposes the increased funding come from the other Enterprise Services projects that do not need the total amount of ARPA funds.

ARPA Fund #	Vender or Project	Amount Under Contracts	NOTES
ARPA-0334 ENTS	ARMER Microwave	$ 844,897.73	
ARPA-0334 ENTS	NG-911	$ 303,007.65	
ARPA-0086 ENTS	ARMER ES Chat	$ 13,290.00	
ARPA-0334 ENTS	Project Contingency	$ 30,000.00	For Microwave Project
Extra from Jail Demo ARPA	1973 Elevator repair	$ 61,119.25	Reallocate from ARPA-0199-ADM
ARPA-0261-ENTS	Crt Hse Gen	$ 454,600.00	
ARPA-0135-ENTS	1973 Elevator repair	$ 50,000.00	
ARPA-Cisco total (0092,0101,0102,0202 = $432,432.00)	Cisco core upgrades	$ 432,432.00	Total project cost is $1,008,350, 2023 CIP covers the remaining.
ARPA-0062-ARPA	Courthouse Hallways Ceiling Grid	$ -	Budget is $75,000.00, actual cost will be $106,720.20, waiting on second quote.
	Total Under Contract	**$ 2,189,346.63**	

ARPA Fund #	Total Budgeted	Remaining	NOTES
ARPA-0334 ENTS	$2,083,300.00	$905,394.62	For ARMER, about $1,000,000.00 will be needed for console / dispatch upgrades, however product is not available yet.
ARPA-0086 ENTS	$15,000.00	$1,710.00	For ES Chat
Extra from Jail Demo ARPA	$61,119.25		Reallocate from ARPA-0199-ADM
ARPA-0261-ENTS	$800,000.00	$345,400	ARPA ARMER
ARPA-0092-ENTS	$229,032.00		Cisco
ARPA-0135-ENTS	$50,000.00		Elev Repair
ARPA-0101-ENTS	$75,000.00		Cisco
ARPA-0102-ENTS	$75,000.00		Cisco
ARPA-0202-ENTS	$53,400.00		Cisco
ARPA-0062-ARPA	$75,000.00		Real costs will be $106,720.00, waiting for second quote. Will need $31,720.00 to complete.
Total ARPA Funds Budgeted	**$3,516,851.25**		
TOTAL Unallocated ARPA Funds		$1,252,504.62	About $1,000,000.00 needs to be held for console / dispatch upgrades that are coming. Product is delayed.

Attachment(s):

- Quotes

How would the County like to fund these additional monies?

Gregory Contracting
10510 South Ave W Ste B
Chisago City, MN 55013

www.gregorycontracting.com

Quote

Exhibit A

Date	Quote #
8/7/2023	9329

Customer

Chisago County Court House
313 N. Main St.
Center City, Mn. 55012

Item	Description	Total
Labor & Materials	New suspended ceiling: The existing suspended ceiling on the 89 side of the building will be removed and disposed of This quote includes all common area's The 2 hallways on all 3 floors and all vestibules This does not include any bathrooms or separate office spaces There is a total of 7400 sqft of ceiling tile in this quote New 15/16 ceiling grid will be installed to closely match the new ceiling grid in the 73 part of the building The new tile will be USG Mars high NRC 87200 2'x2'x7/8" Permit application is part of this quote. The cost of the permit is separate from this quote. There is not electrical, HVAC, plumbing or sprinkler work in this quote Clean-up of all debris is in this quote This quote reflects current market pricing Prices may need to be adjusted prior to contract signing due to market conditions Financing is available upon request	106,720.00

Total $106,720.00

A 3.5% credit card fee will be added to all credit card payments

Lic# BC692167
www.gregorycontracting.com
(651) 213-0668

DJ Gregory
dj@gregorycontracting.com

L.J. Contracting, LLC

32275 Elk Lane

Stacy, MN 55079

651-408-3994

LJContracting1015@outlook.com

Estimate

Customer Date 8/1/2023

Address Chisago County Courthouse

City Center City State MN ZIP 55012

Description	**Total**

New Suspended Ceilings

- Remove and dispose of existing suspended ceiling on the 89 side of the building in all common areas.
- Common areas do not include bathrooms, office spaces or other.
- This quote is for 7,380 square feet of ceiling tile.
- New 15/16th ceiling grid will be used in this quote.
- New 2x2 tile will be USG Mars High NRC 87200 2ftx2ftx7/8in.
- No other work is included in this quote, such as sprinkler, plumbing, electrical, HVAC, etc.

Subtotal	$120,000.00
Total	**$120,000.00**

Job Location

Chisago County Courthouse

313 N. Main St.

Center City, MN 55012

Chisago County Request for Board Action

Meeting Date: September 20, 2023	***Item Number:*** **15**

Title of Item for Consideration: Discuss and Consider Approval of *Preliminary* 2024 Levy and Annual Budget

Action Requested by:	***Department:***
County Board of Commissioners (Statutory)/ Budget & Finance Committee	County Board of Commissioners/Administration

Previous Action on this Matter:

- Budget Preparation Discussions at previous meetings of the County Board of Commissioners;
- Budget & Finance Committee Meetings to craft and review the DRAFT *Preliminary* 2024 Levy and Annual Operating Budget;
- Budget & Finance Committee Workshop meeting on August 31st, to review and discuss the DRAFT *Preliminary* 2024 Levy and Annual Budget.
- The Budget & Finance Committee met on September 13th and further reviewed and discussed the DRAFT *Preliminary* 2024 Levy and Annual Budget.

Background: Board action is respectfully requested to receive a brief update on the DRAFT *Preliminary* 2024 Levy and Annual Operating Budget. By state law, the County Board of Commissioners must adopt the *Preliminary* 2024 Levy by the end of September. The Budget & Finance Committee has reviewed the DRAFT *Preliminary* 2024 Levy and Annual Budget at its August 31st workshop meeting and recommends the following steps be undertaken at tonight's Meeting:

1) The County Board should receive a brief update from the Committee and staff and then discuss the DRAFT *Preliminary* 2024 Levy and Annual Budget; and then

2) The County Board should take action on the *Preliminary* 2024 Levy and Annual Budget via consideration of the attached Resolution.

Board action to adopt and certify a proposed property tax levy is required under Minnesota Statute 275.065. Attached for Board consideration is the *Preliminary* 2024 Levy and Annual Budget, as prepared by County staff and reviewed by the Budget & Finance Committee.

The *Preliminary* 2024 Levy and Annual Budget reflects the work over the past months of County staff, the County Auditor - Treasurer, County Administrator, Department Directors and County Staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note:

- With respect to <u>expenditures</u> - changes in 2024 employee compensation and benefits represent *by far* the largest increase; including a projected COLA, and an increase in health care costs.

- Additionally, the County has proposed budgeting for cost increases in non-personnel categories; reflecting increases in fuel, supplies and other consumables (due to inflation);

- Proposed 2024 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2024 Capital budget (CIP/CPA).

The *Preliminary* 2024 Levy and Annual Budget does include adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2024 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2024 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Society.

The Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* LID Levy for 2024 of $365,330

Attachment(s):

- *Draft* Resolution Establishing the Preliminary 2024 Levy for Chisago County
- *Preliminary* 2024 Levy and Annual Operating Budget Summary- DRAFT

Action Requested/Recommended: It is respectfully recommended that the County Board receive a short update on the *Preliminary* 2024 Levy and Annual Budget, discuss the same, and approve, if ready, the *Preliminary* 2024 Levy and Annual Budget. Staff *specifically recommends the following affirmative Board consideration:*

- Approval by County Board Resolution of a *Preliminary* 2024 Levy of **$47,250,638**.
- Approval of a *Preliminary* 2024 Annual Budget of **$87,356,166**

Following conclusion of the staff update and Board discussion, consideration of the *Preliminary* 2024 Levy and Annual Budget is appropriate, as presented and/or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to approve by Board Resolution the Chisago County Preliminary 2024 Levy and Annual Budget, as presented [and/or "as modified"] at tonight's meeting; to include:"

- **A 2024 *Preliminary* County Levy of $47,250,638**
- **A 2024 *Proposed* Annual Budget with Expenditure of $87,356,166**
- **Establishment of Wednesday, December 6th, 2023 at 7:00 PM as the date and time required for public review of and comment on the *Proposed* 2024 Annual Budget & *Final* 2024 Levy**

Implications of Action: Affirmative Board action will allow the County to approve the *Preliminary* 2024 Levy, as required by state statute, as well as begin preparations to implement the *proposed* 2024 Annual Budget. Additional action is required at a later date to complete the update to the County's

2024 Capital Improvement Program.

Budget/Financial Implications: Tonight's action is to approve the *Preliminary* 2024 Levy, as required by state statute. The County Board may consider further changes to the *Final* 2024 Levy, up to and including the recommended December 6th, 2023 public review and comment (Truth In Taxation Hearing). However, the *Final* 2024 Levy **CANNOT** be increased beyond the *Preliminary* 2024 Levy approved tonight.

While not statutorily required at this time, adoption of the *proposed* 2024 Annual Budget at tonight's meeting allows the County to begin initial preparations to implement such, starting in early 2024. Increases or decreases to the *proposed* 2024 Annual Budget and adoption of a *Final* 2024 Annual Budget remain at the Board's discretion, subject to certain statutory requirements (such as minimum maintenance requirements for libraries).

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-XX
ADOPTING THE CHISAGO COUNTY
PRELIMINARY BUDGET AND LEVY FOR 2024

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

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* Levy for 2024 of $47,250,638, with overall 2024 expenditures of **$87,356,166**;

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* LID Levy for 2024 of $365,330;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes Wednesday, December 6th, 2023 at 7:00 PM as the date and time for public review of and comment on the proposed *Final* 2024 Levy and Annual Budget.

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

IN FAVOR THEREOF:
OPPOSED:

Approved: September 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

2024 PRELIMINARY SUMMARY BUDGET & LEVY CALCULATION
By Department

	2023 Expenditures	*2024 Expenditures*	*Inc/Dec*	*2023 Revenues*	*2024 Revenues*	*Inc/Dec*	
Assessor	***929,415***	***1,066,078***	***136,663***	***-***	***-***	***-***	
Auditor-Treasurer	783,476	851,278	67,802	49,200	49,200	-	
Audit	100,000	110,000	10,000	-		-	Use $10K ARPA
Elections	131,400	153,886	22,486	10,000	23,000	13,000	
Other Gen Govt	1,978,330	1,287,695	(690,635)	1,788,190	2,145,010	356,820	
Non-Co Income/Expense	4,700	-	(4,700)	-	-	-	
E911	137,000	162,000	25,000	137,000	162,000	25,000	
Self Insurance	300,000	-	(300,000)	300,000	-	(300,000)	
Economic Development	70,000	47,000	(23,000)	-		-	
Debt - Road	2,009,910	2,108,019	98,109	-		-	
Debt HHS Building	261,765	260,781	(984)	-		-	
Debt Library	469,088	474,075	4,987	-		-	
Debt Jail	1,048,465	1,057,731	9,266	628,925	628,925	-	
Debt Business Park	241,815	244,440	2,625	200,000	200,000	-	
Debt 800 Mghz (Armer)	667,199	628,684	(38,515)	-		-	
Property Tax - All Funds	-	-	-	410,000	410,000	-	
AUDITOR-TREASURER TOTAL	***8,203,148***	***7,385,589***	***(817,559)***	***3,523,315***	***3,618,135***	***94,820***	
Board of Commissioners	386,152	438,132	51,980	-	-	-	
Law Library	40,514	40,514	-	40,000	50,000	10,000	
County Administrator	782,611	1,111,389	328,778	7,500	7,500	-	
Central Services	111,250	110,750	(500)	3,100	3,100	-	
Contingency	109,747	100,000	(9,747)	-	12,500	12,500	
Historical Society	35,210	40,000	4,790	-	-	-	
Library	748,331	778,495	30,164	-	-	-	
Agricultural Society	16,000	16,000	-	-	-	-	
County Extension	138,700	141,200	2,500	-	-	-	
Soil & Water	804,000	200,000	(604,000)	654,000	-	(654,000)	
Building Fund - Gen Gov	-	83,602	83,602	-	83,602	83,602	Use CIP
Capital Equipment	2,444,232	3,293,353	849,121	2,444,232	3,293,353	849,121	
COUNTY ADMINISTRATION TOTAL	***5,616,747***	***6,353,435***	***736,688***	***3,148,832***	***3,450,055***	***301,223***	
County Attorney	2,218,657	2,925,090	706,433	133,800	122,300	(11,500)	
County Attorney Forfeiture	-	-	-	-	-	-	
COUNTY ATTORNEY TOTAL	***2,218,657***	***2,925,090***	***706,433***	***133,800***	***122,300***	***(11,500)***	
Data Processing	5,831,955	6,336,409	504,454	348,873	320,947	(27,926)	
Maintenance	1,615,004	1,669,531	54,527	-	-	-	
ENTERPRISE SERVICES TOTAL	***7,446,959***	***8,005,940***	***558,981***	***348,873***	***320,947***	***(27,926)***	
District Court	***212,500***	***212,500***	***-***	***76,000***	***76,000***	***-***	
Planning & Zoning	1,191,968	1,409,145	217,177	935,043	987,643	52,600	Use $14K ARPA For Code Review
Parks	510,994	602,220	91,226	30,000	30,000	-	
Water Quality	182,601	199,193	16,592	32,743	32,743	-	
Wetland Grant	110,443	118,352	7,909	27,700	27,700	-	
Watercraft Inspection	295,901	315,323	19,422	172,000	172,000	-	
Score Grant	318,295	332,967	14,672	291,000	428,341	137,341	
Household Hazardous Waste Operations	880,254	630,176	(250,078)	489,000	297,300	(191,700)	Use $281K ARPA for Cold Storage
Park Acquisition & Improvement	1,396,802	-	(1,396,802)	1,187,282	-	(1,187,282)	
ENVIRONMENTAL SVC TOTAL	***4,887,258***	***3,607,376***	***(1,279,882)***	***3,164,768***	***1,975,727***	***(1,189,041)***	
Veterans Services	287,101	257,362	(29,739)	15,500	15,500	-	
Income Maintenance	3,739,411	3,976,761	237,350	2,227,200	2,266,961	39,761	
Social Services	10,563,059	11,142,824	579,765	4,678,297	4,772,734	94,437	
Collaboratives	-		-	-		-	
Public Health	2,110,348	2,220,650	110,302	1,294,513	1,267,744	(26,769)	
HEALTH & HUMAN SERVICES TOTAL	***16,699,919***	***17,597,597***	***897,678***	***8,215,510***	***8,322,939***	***107,429***	
Probation	1,080,997	1,354,499	273,502	359,000	956,530	597,530	
Electronic Monitoring	22,000	18,000	(4,000)	22,000	18,000	(4,000)	
Caseload Reduction Grant	84,892	-	(84,892)	64,797	-	(64,797)	
PROBATION TOTAL	***1,187,889***	***1,372,499***	***184,610***	***445,797***	***974,530***	***528,733***	
Recorder	411,475	364,427	(47,048)	285,000	250,000	(35,000)	
Recorder Tech/Compliance	1,500	1,500	-	315,000	210,000	(105,000)	
RECORDER TOTAL	***412,975***	***365,927***	***(47,048)***	***600,000***	***460,000***	***(140,000)***	
Surveyor	164,762	173,492	8,730	15,000	10,500	(4,500)	
Highway Administration	399,216	424,343	25,127	20,000	15,000	(5,000)	
Highway Engineering	3,643,830	4,026,043	382,213	2,000,000	2,250,000	250,000	
Highway Construction	9,500,000	12,940,000	3,440,000	7,085,000	11,440,000	4,355,000	
Highway Maintenance	4,418,332	4,994,615	576,283	3,502,000	3,492,000	(10,000)	
Equipment Maintenance/Shop	1,384,365	1,419,535	35,170	230,000	230,000	-	
Traffic Operations	604,130	646,575	42,445	-	-	-	
ROAD & BRIDGE TOTAL	***20,114,635***	***24,624,603***	***4,509,968***	***12,852,000***	***17,437,500***	***4,585,500***	

	2023 Expenditures	2024 Expenditures	Inc/Dec	2023 Revenues	2024 Revenues	Inc/Dec
Sheriff	7,760,318	8,227,777	467,459	1,968,250	2,130,895	162,645
Sheriff Forfeitures	-	-	-	-		-
Sheriff's Reserve	-	-	-	-		-
Gun Permits	-	-	-	-		-
PS Grants TZD	71,700	95,500	23,800	95,458	95,500	42
PS Grants Boat & Water	25,000	52,000	27,000	25,000	52,000	27,000
PS Grants Snowmobile	6,900	7,000	100	6,900	7,000	100
PS Grants ATV	7,100	7,000	(100)	7,100	7,000	(100)
PS Grants Miscellaneous	-	-	-	-	-	-
Coroner	153,159	153,159	-	-	-	-
County Jail	4,426,210	5,066,683	640,473	111,000	92,000	(19,000)
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	78,986	78,986	-	-	-	-
Emergency Management	144,588	151,427	6,839	53,000	58,000	5,000
TOTAL SHERIFF	***12,673,961***	***13,839,532***	***1,165,571***	***2,266,708***	***2,442,395***	***175,687***
TOTAL	***$ 80,604,063***	***$ 87,356,166***	***$ 6,752,103***	***$ 34,775,603***	***$ 39,200,528***	***$ 4,424,925***

LEVY CALCULATION	**2023 Levy**	**2024 Levy**		
		600,000	***Fund Balance***	
			ARPA (Audit $10K, Code Review	
			$14K & HHW Cold Storage Bldg	
		305,000	***$281K)***	
Use of fund balance & Other Funds	***$ 87,600***	***$ 905,000***		
Levy	***$ 45,740,860***	***$ 47,250,638***	***$ 1,509,778***	***3.30%***

LAKE IMPROVEMENT DISTRICT (LID) LEVY

	2023 Expenditures	2024 Expenditures	Inc/Dec	2023 Revenues	2024 Revenues	Inc/Dec
Lake Improvement District	327,520	365,330	37,810	-	-	-
TOTAL	***$ 327,520***	***$ 365,330***	***$ 37,810***	***$ -***	***$ -***	***$ -***

LEVY CALCULATION - LID	**2023 Levy**	**2024 Levy**		
Use of fund balance & Other Funds	***$ -***	***$ -***		
Levy	***$ 327,520***	***$ 365,330***	***$ 37,810***	***11.54%***

Chisago County Request For Board Action

Meeting Date: September 20, 2023	***Item Number:*** **16**
Title of Item for Consideration: Minnesota Department of Health Vaccine for Children Perinatal Hep B Grant Program	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	
Background: The Minnesota Department of Health requires assistance from local Public Health agencies in Minnesota to provide perinatal Hepatitis B disease prevention and outreach. **Attachment(s):** • MDH VFC Perinatal Hepatitis B Prevention Program 2023 - 2028	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the MDH VFC Perinatal Hepatitis B Prevention Program 2023 - 2028. The suggested motion is as follows: ***"Move to approve the MDH VFC Perinatal Hepatitis B Prevention Program 2023 – 2028."***	
***Implications of Action*:** Acceptance of this grant program will allow Chisago County to provide disease prevention and outreach for perinatal hepatitis B to the residents of Chisago County. ***Budget/Financial Implications*:** State grant funding. ***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 _____

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Sam Burt, 651.201.5511, sam.burt@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant Project Agreement Number:** 234677.	**MDH Program Name:** MDH VFC Perinatal Hepatitis B Prevention Program
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 10/1/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later. **Expiration Date:** 9/30/2028	**Total State Grant Funds:** $0.00 **Total Federal Grant Funds:** Case-By-Case Reimbursement **Total Grant Funds *(all funds):*** Case-By-Case Reimbursement

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** Chisago, County of **UEI Number:** GVHPL2BDV794.
Grantee's Approved Indirect Cost Rate for the Grant	Up to 10%
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	Perinatal Hepatitis B
Name of Federal Awarding Agency	CDC Office of Financial Resources
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** Immunization Cooperative Agreements **Assistance Listing Number:** 93.268.
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NH23IP922628
Federal Award Date *(Date MDH received federal grant)*	7/12/2023
Total Amount of Federal Award Received by MDH	$6,640,409.00

Amount of funding from this federal award MDH is issuing to Grantee:	Case-By-Case Reimbursement

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board , an independent organization, not an employee of the State of Minnesota, address 313 N. Main St., Rm 239, Center City, Minnesota, 55012, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742 , MDH requires assistance from local public health to provide perinatal hepatitis B disease prevention and outreach;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
   All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
   2.1. *Effective date*
   October 1, 2023, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

   2.2. *Expiration date*
   September 30, 2028, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Activities**
   3.1. *MDH's Activities*
   MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to

financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*
Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. **Award and Payment**
MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*
Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.2. *Budget Modifications*
Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed "Reserved" dollars ($0.00) "Reserved".

4.4. *Terms of Payment*

4.4.1. Invoices
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. Federal Funds
Payments under this grant project agreement will be made from federal funds obtained by MDH through Title Minnesota Statewide Immunization & Vaccines Program, Assistance Listing (formerly known as CFDA) number 93.268 of the Public Health Services Act 42 U.S.C. 247b(j), including public law and all amendments. The Notice of Grant Award (NGA) number is NH23IP922628. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**
All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's

Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

6.1. ***Equipment***. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. ***Supplies***. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Sam Burt, Epidemiologist Intermediate, 625 Robert Street North, P.O. Box 64975, St. Paul, Minnesota 55164-0975, 651.201.5511, sam.burt@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, Minnesota, 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. **Termination**

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days' written notice (e.g., by mail, email, or both) to the other party.

8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH sends written notice (e.g., mail, email or both) of termination to Grantee.

8.3. *Termination for Insufficient Funding*
MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

8.4. *Termination by Commissioner of Administration*
The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

9. **Publicity**
Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. **Clerical Error**
Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. **Telecommunications Certification**
By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR § 200.216, Grantee will not use any funding covered by this grant agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

12. **Voter Registration Services Requirement**
If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then

Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: 234677/3-105675/REQ 9572

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities/ Scope of Work

1. Objectives, Tasks, and Subtasks

Objective 1: Grant Services

Task A: Provide services listed in this grant to GRANTEE county residents.

Task B: Hire staff as necessary to accomplish tasks of this grant.

Objective 2: Perinatal Hepatitis B follow-up - For each report provided by MDH indicating presence of hepatitis B surface antigen (HBsAg) in a client who is pregnant or has given birth in the previous two years and whose reported residence is in the GRANTEE's jurisdiction.

Task A: Prior to delivery, contact the obstetrician (OB) provider and discuss if the patient is aware of their hepatitis B status.
Task B: Contact the client (by letter, phone, or visit) to offer education and ensure they knows that their infant will need hepatitis B immune globulin (HBIG) and the three-dose hepatitis B vaccination series.
Task C: Notify the OB clinic that the client's positive HBsAg status needs to be documented in the prenatal record, hospital chart, and on their immunization record card.
Task D: Notify the OB clinic that the client should receive testing for Hepatitis B Virus (HBV) DNA Detection and Quantification by Real-Time Polymerase Chain Reaction (PCR) and be evaluated for treatment of hepatitis B during pregnancy. Treatment is generally started at 28 weeks gestation; therefore, HBV DNA Detection and Quantification by Real-Time PCR testing should be completed prior to this or as soon as possible if client is beyond 28 weeks gestation.

Objective 3: Continued Case Management - After MDH notification of the infant's birth and the administration of HBIG and the hepatitis B vaccine, also referred to as PEP.

Task A: *If PEP is not appropriately given* - Work with MDH and delivery hospital to arrange for prophylaxis of the infant, if still within seven-day window. MDH will take the lead on ensuring this occurs, in collaboration with the delivery hospital, pediatrician, and local public health.
Task B: Ensure that the remaining doses of hepatitis B vaccine are administered per MDH's "Hepatitis B Vaccination Schedule and PVS Guidance for Infants Born to Hepatitis B Positive Pregnant Persons" form (**Exhibit C**).
Task C: At the discretion of MDH, the GRANTEE will report immunization dates to the MDH using the "Perinatal Hepatitis B Immunization Follow-up Report" (**Exhibit D**) or electronically through the Minnesota Disease Surveillance System (MEDSS). All immunization dates should be collected promptly and reported within thirty (30) days of obtaining them.
Task D: Ensure serological testing (after completion of the hepatitis B vaccine series) of all infants born to HBsAg-positive clients. Post-vaccination testing should be completed per the Centers for Disease Control and Prevention (CDC) recommendations.
Task E: At the discretion of the MDH, the GRANTEE will report post-vaccination serology results to the MDH using the "Perinatal Hepatitis B Immunization Follow-up Report" (**Exhibit D**) or electronically through the Minnesota Disease Surveillance System (MEDSS). All test results should be collected promptly and reported within thirty (30) days of obtaining them.

Objective 4: Household Contacts

Task A: Recommend serologic testing and vaccination for all household, sexual, and needle sharing contacts of the pregnant person.

Task B: Offer or arrange vaccination services to primary household contacts determined through laboratory testing to be susceptible to hepatitis B.

Task C: Assist in arranging post-vaccination serologic testing for primary household contacts. Serology should be completed 1-2 months after the last dose of vaccine.

Task D: Complete the "Perinatal Hepatitis B Household Contact Follow-up Report" (**Exhibit E**) form and submit to MDH prior to or at the time of completion of case management. Use criteria established by MDH (**Exhibit F**) to determine which contacts require tracking of vaccine and serology results.

Exhibit B – Grantee's Budget

The summary budget is shown for reference only and is non-binding.

Reimbursement Pieces	**Reimbursement Amount**
Household contacts	$50.00
HBIG/HBV1	$100.00
HBV2	$125.00
HBV3/4	$150.00
Serology	$175.00
Second Series – completed vaccine and serology (if applicable)	$150.00
Second Series – (vaccine only)	$100.00

Exhibit C-Hepatitis B Vaccination Schedule and PVS Guidance

DEPARTMENT OF HEALTH

Hepatitis B Vaccination Schedule and PVS Guidance for Infants Born to Hepatitis B Positive Pregnant Persons

Infants born to hepatitis B positive pregnant persons should receive the birth dose of hepatitis B vaccine and HBIG within 12 hours of birth. Following these shots, the infant needs either two doses of monovalent hepatitis B vaccine or three doses of a hepatitis B-containing combination vaccine to complete the hepatitis B vaccine series. Please note:

- Pediarix and Vaxelis should not be administered before 6 weeks of age.
- The final dose of hepatitis B vaccine cannot be given before 24 weeks of age.

Option 1: Monovalent hepatitis B vaccine schedule (Energix or Recombivax)

Dose	Timing
Dose 1 (given with HBIG)	Within 12 hours after birth
Dose 2	1 - 2 months of age
Dose 3	6 months of age (can be given as early as 24 weeks of age)
Post-vaccination serology (HBsAg and anti-HBs)	1 - 2 months after last dose, but not before 9 months of age

Option 2: Combination vaccine schedule (Pediarix and Vaxelis)

Dose	Timing
Dose of monovalent hep B vaccine (given with HBIG)	Within 12 hours after birth
Dose 2	6 weeks to 2 months of age (do not administer before 6 weeks of age)
Dose 3	4 months of age
Dose 4	6 months of age (can be given as early as 24 weeks of age)
Post-vaccination serology (HBsAg and anti-HBs)	1 - 2 months after last dose, but not before 9 months of age

Post-vaccination Serology (PVS) Results and Recommended Follow-up

Serology result	Follow-up needed
HBsAg negative Anti-HBs positive	None. Infant is protected. Report results to perinatal hepatitis B program.
HBsAg negative Anti-HBs negative	No response. Infant is susceptible to infection. Administer an additional dose of monovalent hep B vaccine, followed by HBsAg and anti-HBs testing 1-2 months after the additional dose. If the anti-HBs result is still negative, then administer two more doses of vaccine on the appropriate schedule to complete a full 3-dose second series. Recheck serology again 1-2 months after the final dose is administered. Report results to perinatal hepatitis B program.
HBsAg positive Anti-HBs negative	Infant is infected with hepatitis B; consult with liver specialist for follow-up and ongoing care. Report results to perinatal hepatitis B program.

For more information, visit Perinatal Hepatitis B (www.health.state.mn.us/diseases/hepatitis/b/perinatal/index.html).

Minnesota Department of Health Perinatal Hepatitis B Program
PO Box 64975
St. Paul, MN 55164-0975
651-201-5414
www.health.state.mn.us/immunize

02/13/2023

To obtain this information in a different format, call: 651-201-5414.

Exhibit D – Perinatal Hepatitis B Immunization Follow-Up Report

Perinatal Hepatitis B Immunization Follow-Up Report

Minnesota Department of Health
Immunization, Tuberculosis, and International Health Section
625 Robert St N, PO Box 64975, St. Paul, MN 55164-0975
For information call: 651-201-5557
Fax: 1-800-334-4931

Date Printed:

Legacy ID:

Infant Information:

First Name: Middle Name: Last Name:
DOB: Gender: [ ] Male [ ] Female (please check)
Was birth weight < 2000 g? [ ] Yes [ ] No [ ] Unknown (please check)

Address:
City, State, Zip:
County:
Phone: (M) (___)___-____ (H) (___)___-____ (W) (___)___-____

Hospital of Birth:
Hospital Medical Record #
Health Care Provider (infant): _____
Provider's Clinic:
Provider's City:
Provider's Phone No.: (___)___-____

Infant 1st Series:

HBIG Date:	___/___/___	Brand (circle; see key below):*
HBV1 Date:	___/___/___	E R P
HBV2 Date:	___/___/___	E R P V
HBV3 Date:	___/___/___	E R P V
HBV4 Date:	___/___/___	E R P V

Post-vaccination Serology (12 months of age):

HBsAg Date: :	___/___/___	[ ] Pos [ ] Neg [ ] Indeterminate
anti-HBs Date:	___/___/___	[ ] Pos [ ] Neg [ ] Indeterminate

Infant 2nd Series (monovalent vaccine only):

HBV1 Date:	___/___/___
HBV2 Date:	___/___/___
HBV3 Date:	___/___/___

Post-vaccination Serology (4-6 weeks after last dose):

HBsAg Date:	___/___/___	[ ] Pos [ ] Neg [ ] Indeterminate
anti-HBs Date:	___/___/___	[ ] Pos [ ] Neg [ ] Indeterminate

NOTES on infant:

*Brand: E=Engerix, R=Recombivax, P=Pediarix, V=Vaxelis

Page 1 (1/4/13)

Exhibit E – Perinatal Hepatitis B Household Contact Follow-up Report

Perinatal Hepatitis B Household Contact Follow-up Report

Date (mm/dd/yyyy): ☐ Tennessen Warning (initials) Legacy ID:

Birthing parent's name: Birthing parent's DOB (mm/dd/yyyy):

Submitted by (name): Agency:

Primary contact

First name: Last name: DOB (mm/dd/yyyy):

Gender: Address: City: Zip:

☐ Contact information same as birthing parent

Contact type: ☐ Sexual contact ☐ Biological child (under 6 years old) ☐ Non-biological child (under 6 years old) ☐ Needle-sharing contact

Race: ☐ American Indian/Alaskan Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Pacific Islander ☐ White ☐ Unknown ☐ Other:

Ethnicity: ☐ Hispanic ☐ Non-Hispanic ☐ Unknown Country of birth:

Pre-vaccination testing:	**First vaccine series:**	**Post-vaccination testing:**	**Second vaccine series:**	**Second post-vaccination testing:**
HBsAg date (mm/dd/yy):	HBV1 date (mm/dd/yyyy):	HBsAg date (mm/dd/yy):	HBV1 date (mm/dd/yyyy):	HBsAg date (mm/dd/yy):
HBsAg result:	HBV2 date (mm/dd/yyyy):	HBsAg result:	HBV2 date (mm/dd/yyyy):	HBsAg result:
Anti-HBs date (mm/dd/yyyy):	HBV3 date (mm/dd/yyyy):	Anti-HBs date (mm/dd/yyyy):	HBV3 date (mm/dd/yyyy):	Anti-HBs date (mm/dd/yyyy):
Anti-HBs result:		Anti-HBs result:		Anti-HBs result:

Other household contacts

Name: DOB (mm/dd/yyyy): Gender: Relationship to index:

Name: DOB (mm/dd/yyyy): Gender: Relationship to index:

Name: DOB (mm/dd/yyyy): Gender: Relationship to index:

Comments on follow up completed:

DEPARTMENT OF HEALTH Perinatal Hepatitis B Prevention Progam | PO Box 64975, St. Paul, MN 55164-0975 | www.health.state.mn.us | Fax completed form to: 651-201-5743 1/2023

Exhibit F- Household Contacts

Following Household Contacts

Primary Contacts

- Individuals at high risk of exposure (sexual and needle sharing partners) or at increased risk of chronic disease if infected (young children) will not have any changes to their follow up. We will still require testing and vaccine to be tracked and reported to MDH.

Primary Contact Follow Up	
Sexual partners Needle-sharing partners Children 5 years of age and younger *(see note below)*	*Tracking of:* Testing (HBsAg & anti-HBs) - If susceptible, follow up with vaccine - If immune, no further follow up - If infected, seek referral for further evaluation
No changes to paperwork/tracking for these individuals Send appropriate resources and information	

Note: *Biological children <24 months of age who were born in US should be enrolled in the perinatal prevention program for case management*

Other Household Contacts

- All other household contacts should be strongly recommended to seek out testing and vaccine. Demographic information should still be collected and reported to MDH.

Recommendations for all other household contacts	
All other individuals living in household. Including: children older than 5 years of age, other family members, friends, etc.	*Recommendation:* Testing (HBsAg & anti-HBs) - If susceptible, follow up with vaccine. - If immune, no further follow up. - If infected, seek referral for further evaluation.
NO TRACKING of testing or vaccine. Collect name, DOB, gender, and relationship to mom Send appropriate resources/information to enforce recommendation	

- **This follow up should be done with each pregnancy.** We do not want to miss any new household contacts or sexual partners. In addition, recommendations should be made each pregnancy, in case they were not followed the last time around.

4/23/14

Chisago County Request for Board Action

Meeting Date: September 20, 2023	***Item Number:*** **17**
Title of Item for Consideration: Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc.	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services

Previous Action on this Matter: Approval of a previous contract with Pinnacle Services, Inc. dated Oct 1, 2020 through Sept 30, 2023.

Background: Chisago County Health and Human Services has been contracting with private agencies to deliver Medicaid waiver case management services to infirm elderly and disabled persons since May of 2014. Pinnacle Services has experience in providing Medicaid waiver case management services and is utilized by several other lead agencies in the state of Minnesota.

The work of the contractor is subject to audit and review by the State Department of Human Services, Disability Services Division, Home and Community Based Services programs. The local Health and Human Services Department retains the responsibilities as Lead Agency for this service set, even when in a contracted arrangement as outlined.

Waiver case management provides services that assist persons on a Medicaid waiver to access needed services specific to their condition. Some of the activities associated with the provision of Medicaid waiver case management services are:
- Annual review of services plans
- Assisting the person in the identification of potential providers
- Coordination of services
- Development of a service plan
- Evaluation and monitoring of the services identified in the plan

***Attachment(s)*:**

- Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc.. The suggested motion is as follows:

"Move to Approve the Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc"

***Implications of Action*:** Board approval at tonight's meeting will authorize the County through its Health and Human Services Department to contract with Pinnacle, Inc. for waiver case management services to recipients of the following Medicaid waivers: Community Alternatives to Disabled Individuals (CADI), Community Alternative Care (CAC), Brain Injury (BI), Developmental Disabilities (DD) and Elderly (EW).

***Budget/Financial Implications*:** Allows for the use of Medicaid funds for the provision of Medicaid case management services.

***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 _____

Home and Community-based Waiver Services Contract



Minnesota Department of **Human Services**
Aging and Adult Services

Table of Contents

1. General Provisions 2
- A) Purpose 2
- B) Cooperation 2
- C) Minimum Standards 2

2. Definitions 2

3. Purchase of Service(s) 5
- A) Description of Services 5

4. Eligibility for Services 5

5. Payment Rates for Purchased Services 6
- A) Total Cost of the Contract 6
- B) Payment Rates 6

6. Methods of Billing 7
- A) Billing MMIS for Purchased Services 7
- B) Billing the Financially Responsible Agency for Authorized and Purchased Services 7

7. Discontinuation/Termination of Services for Individuals 8
- A) Provider Inability to Provide Services 8
- B) Safety of the Person 8
- C) Notice of Discharge/Termination 8
- D) Written Procedures 8

8. Provider Qualifications and Training 9

9. Standards and Licenses 9

10. Record Disclosures 10

11. Audit, Reports and Evaluations 11

12. Safeguard of Information 12

13. Equal Employment Opportunity, Civil Rights and Non-discrimination 12

14. Fair Hearing and Grievance Procedures 13

15. Bonding, Indemnity, Insurance and Audit Clause 13
- A) Bonding 13
- B) Indemnity 13
- C) Insurance 13

16. Conditions of the Parties' Obligations 14

17. Subcontracting 15

18. Independent Contractor 15

19. Disclosure 15

20. Default 16

A) Unforeseeable Acts or Events (Force Majeure) 16

B) Changes in Policy or Staff 16

C) Default by Provider 16

D) Default by Lead Agency or Other Financially Responsible Agency 16

E) Written Notice of Default 16

F) Cure Period 16

21. Termination of Contract 17

A) With or Without Cause 17

B) Termination by Lead Agency – Lack of Funding 17

C) Written Notice of Termination 17

D) Duties of Provider Upon Termination 17

E) Duties of Lead Agency or Other Financially Responsible Agency Upon Termination 17

F) Effect of Termination 17

22. Contract Rights and Remedies 18

A) Cumulative Rights 18

B) Waiver 18

C) Damages 18

23. Contract Additions or Modifications 18

A) Addendum 18

B) Amendments 18

C) Assigned Designees 18

D) Contract Complete 18

24. Severability 18

25. Extension Clause 19

26. Department of Human Services as Third Party Beneficiary 19

27. Merger 19

A) Entire Contract 19

28. Notice 19

A) Notice Given Under This Contract 19

Signature Page 20

Attachments 21

A) Sample of Attachments for Purchased Services 21

Clear Form

Home and Community-Based Waiver Services Contract

The Chisago County (NAME OF LEAD AGENCY) Lead Agency Board and/or Council,

located at 313 N Main Street (STREET ADDRESS) Center City (CITY) MN 55012 (ZIP CODE)

acting through Chisago County Health and Human Services (DEPARTMENT/DIVISION), hereafter referred to as the "Lead Agency"

and, Pinnacle Services Incorporated (PROVIDER BUSINESS NAME)

doing business as (D/B/A NAME)

at 724 Central Ave NE (BUSINESS STREET ADDRESS) Minneapolis (CITY) MN 55414 (ZIP CODE)

hereafter referred to as the "Provider," enter into this Contract effective for the period beginning 10/01/2023 (START DATE) through 09/30/2025 (END DATE) regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead Agency has identified certain service populations who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachment A; and

WHEREAS, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Brain Injury (BI) Waiver, the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

WHEREAS, the Lead Agency wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's Community Support Plan (CSP) under this Contract; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers:

Federal Tax ID# 41-1955603; NPI or UMPI number _____; and

WHEREAS, the Lead Agency and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead Agency contract for services purchased by other Financially Responsible Agencies;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Provider and the Lead Agency agree as follows:

1. GENERAL PROVISIONS

A) **Purpose**. The purpose of this Contract is to define the rights and obligations of the parties with respect to home and community-based waiver services.

B) **Cooperation**. The Lead Agency and Provider shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.

C) **Minimum Standards**. The provisions contained in this Contract establish the necessary and required minimum standards that the parties to this Contract shall follow when contracting for home and community-based waiver services.

2. DEFINITIONS

A) For purposes of this Contract, the following terms are given the following meanings:

1) **Addendum:** Additions to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.

2) **Alternative Care:** Provides state funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, and safety of adults who are 65 and older who would otherwise require the level of care provided in a nursing facility and would be eligible for medical assistance within 135 days of admission.

3) **Amendment:** Change, alteration, or modification to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.

4) **Attachment:** Document(s) that covers any information, whether an addition or change, that is not covered in the original negotiated contract. An attachment may be either an addendum or amendment to the Contract.

5) **Community Alternative Care (CAC) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who are chronically ill or medically fragile and meet the waiver eligibility criteria and who would otherwise require the level of care provided in a hospital.

6) **Community Alternatives for Disabled Individuals (CADI)Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility.

7) **Community Support Plan (CSP), also referred to as Individual Service Plan (ISP):** The person-centered plan developed by the Financially Responsible Agency within ten (10) working days of the assessment and enrollment of the person into the waiver program; a plan that identifies the assessed needs of the individual and the services and support needed to meet those needs. CSPs must be developed in accordance with Minnesota Statutes, section 256B.49, subdivision 15 and Minnesota Statutes, section 256B.092, subdivision 1b. CSPs may also be referred to as Individual Service Plans or ISPs. For Elderly Waiver and Alternative Care, the CSP must be completed within twenty (20) calendar days of the assessment in accordance with Minnesota Statutes section 256B.0913 and 256B.0915.

8) **Contract:** Agreement that can include attachments, amendments and addenda incorporated into the agreement by reference between the Lead Agency and the Provider whereby the parties exchange promises that give a legal duty to the other and the right to seek a remedy for breach of these duties. May also be referred to as the "Home and Community-based Services (HCBS) Waiver Contract" or "Agreement."

9) **Default:** Failure to perform one's own duties under the contract.

10) **Department or DHS:** The Minnesota Department of Human Services.

11) **Developmental Disabilities (DD) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization to promote the optimal health, independence, safety, and integration of children and adults with a developmental disability or a related condition who meet the waiver eligibility criteria and who require the level of care provided in an Intermediate Care Facility for Persons with Developmental Disabilities (ICF/DD). "Developmental disability" is given the meaning in Minnesota Rules, part 9525.0016, subpart 2, and "related condition" is given the meaning in Minnesota Statutes, section 252.27, subdivision 1a.

12) **Elderly Waiver:** Provides funding for home and community-based services for people age 65 and older who are eligible for Medical Assistance and require the level of care provided in a nursing home but choose to reside in the community.

13) **Fee for Service (FFS):** A service delivery system in which providers bill for each service they provide, and receive reimbursement for each covered service based on a predetermined rate.

14) **Fidelity Bond:** Written instrument that reimburses employers, up to the amount of the bond, for losses stemming from dishonest and/or negligent actions of their employees.

15) **Financially Responsible Agency:** The county, tribe, or Managed Care Organization responsible to manage the authorization and costs of the contract services.

   (a) For CAC, CADI, BI and DD waivers, Financially Responsible Agency means a tribe under contract with the Department of Human Services to manage these programs, including costs, or County of Financial Responsibility as defined in Minnesota Statutes, section 256G.02, subdivision 4.

   (b) For EW and AC, the Financially Responsible Agency is

      (i) For FFS, the tribe under contract with the Department of Human Services to manage these programs or county of service which is where the client lives and is defined in Minnesota Rules, part 9505.0015, subpart 11

      (ii) For Managed Care, is the Managed Care Organization responsible to manage the costs of the services for its enrolled members.

16) **Incident:** Occurrence of a serious injury as defined in Minnesota Statutes, section 245.91, subdivision 6.

17) **Indemnity:** Payment or compensation for damages or losses done; obligation of the provider to reimburse the Department and/or the Financially Responsible Agency for losses that have occurred.

18) **Independent Contractor:** Person or company that provides goods or services to another entity under terms specified in a contract.

19) **Lead Agency:** The county, tribe, or Managed Care Organization that negotiates and enters into the contract with the Provider, typically the county where the provider is located. The Lead Agency has has the meaning given to local agencies in Minnesota Statutes, section 256B.0911, subdivision 1a.

20) **Managed Care Organization (MCO):** An entity that has, or is seeking to qualify for, a comprehensive risk contract that is, and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions; a) makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope)

as those services are to other Medicaid Recipients within the area served by the entity, and b) meets the solvency standards of 42 CFR 438.116.

21) **Medicaid Management Information System (MMIS)**: Claims payment, information management, and retrieval system administered by the Department in a computer format. In Minnesota, Medicaid services are authorized and billed through MMIS under FFS purchase and delivery or through arrangements with Managed Care Organizations under agreement with DHS.

22) **MMIS Service Agreement**: Online entry into MMIS that identifies services, provider, and payment information for a person receiving home care or waiver services in FFS purchase and delivery or in arrangements by Managed Care Organizations under agreement with DHS. The MMIS service agreement, completed by the Financially Responsible Agency, identifies and authorizes specific waiver services to be provided and includes for each service: the type of service unit, the cost of a service unit, and the number of units over a specific duration of time. Payments to approved providers will be made according to Minnesota Statutes and procedures. *Note: The MMIS service agreement is merely an integrated component of this contract. Service agreements are not binding contracts and do not carry the full rights and protections available in a Purchase of Service Contract.*

23) **Person:** Individual who meets eligibility requirements specific to federal and state-funded health care programs to participate in such programs; the person determined to be eligible and authorized to receive waiver or Alternative Care services.

24) **Provider:** Party from which services are purchased. May also be referred to as Contractor.

25) **Purchased Services:** Outcome-based services authorized on an MMIS Service Agreement or authorized by a Managed Care Organization that are provided in response to the eligible person's identified needs as specified in their individual plan, based upon the needs and preferences of the person and the person's personal goals, and which are consistent with the principles of most inclusive environment, self-determination, and other rights of the person.

26) **Reimbursement for Overhead Expenses Due to a Residential Absence:** Full calendar day(s) when a person is not in the residential setting. Examples of residential absence include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and therapeutic leave. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include residential absence. (See the Disability Services Program Manual on Reimbursement for Overhead Expenses due to Residential Absence for more information.)

27) **Spenddown:** The amount a Medicaid recipient is responsible to pay toward their Medicaid services on the first day that they are eligible for such services.

28) **State:** The State of Minnesota or an agency thereof, as determined by the context of the specific provision of this Contract to which it relates.

29) **Subcontractor:** Individual or a company that signs a contract to perform part or all of the obligations of the Provider's contract.

30) **Third-Party Beneficiary:** Individual or entity recognized as having enforceable rights created in them under a contract to which they are not parties as addressed in Minnesota Rules, part 9525.1870, subpart 2.

31) **Brain Injury (BI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety and integration of children and adults with an acquired or traumatic brain injury who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility or a neurobehavioral hospital.

32) Units of Service: Defined period of time, including the following: per day, per partial day, per hour, per month, per 30 minutes, per 15 minutes, per occurrence; or a flat rate; or as identified in the Minnesota Health Care Programs Provider Manual (HCBS Waiver Services).

33) Waiver Obligation: People with income equal to or less than the Special Income Standard (SIS) are eligible for EW without a Medical Assistance spenddown. They must contribute any income over the Maintenance Needs Allowance and other applicable deductions to the cost of services received under EW.

3. PURCHASE OF SERVICE(S)

A) Description of Services:
The Provider shall provide services detailed in Attachment A, entitled "Purchased Services," which is attached and incorporated into this Contract by reference. All Purchased Services must be specified in the person's community support plan and authorized by the Financially Responsible Agency.

1) All parties to this Contract agree to provide Purchased Services as specified in the person's Community Support Plan and as authorized by the Financially Responsible Agency. Purchased Services must comply with applicable Minnesota Statutes, Minnesota Rules, and federally approved Minnesota waiver plans. The Community Support Plan is incorporated by reference into this Contract.

2) This Contract may serve as a Lead Agency contract for services purchased by other Financially Responsible Agencies, including Managed Care Organizations and tribes.

3) If accessed as a Lead Agency contract, the Provider shall abide by the terms of this Contract. Such Financially Responsible Agencies that access the Lead Agency contract shall be financially responsible under the terms of this Contract for those persons they authorize for and are subject to statutory or other restrictions in the lead agency contract.

4) The Lead Agency shall monitor the terms of this Contract and shall make available copies of this Contract upon request of Financially Responsible Agencies.

5) Nothing in this Contract shall be construed as requiring the Provider to continue to provide services for any eligible person upon cessation of the contract, or as requiring the Financially Responsible Agency to continue to purchase services for any eligible person upon cessation of the contract.

6) Waiver funds may not be used for room and board costs except when provided as part of respite care furnished in certain licensed facilities as identified in the federally approved waiver plan.

7) Incident reports will be submitted to the Lead Agency as well as the Financially Responsible Agency as specified in the person's community support plan as requested by the Financially Responsible Agency. Reports will be in a format approved by the Lead Agency. License holders must follow Minnesota Statutes, section 245B.05, subdivision 7 when incidents occur.

8) The Provider agrees to participate in team meetings related to the person as initiated or as requested by the team or the individual.

4. ELIGIBILITY FOR SERVICES

A) The parties understand and agree that the Financially Responsible Agency shall have the responsibility of determining the eligibility of the person to receive Purchased Services in accordance with the eligibility criteria established by applicable Minnesota Rules and federally approved state waiver plan requirements, and under MN Statute 256B.0913.

B) When the Financially Responsible Agency has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Financially Responsible Agency shall notify the person or the person's legal representative in writing of the proposed termination, denial or reduction of services within ten (10) business days prior to the Financially Responsible Agency's proposed date of action. The Financially Responsible Agency shall also notify the Provider within ten (10) business days of the determination.

C) The Financially Responsible Agency shall also provide information regarding the person's right to appeal the proposed Financially Responsible Agency's action as provided under Minnesota Statutes, section 256.045.

5. PAYMENT RATES FOR PURCHASED SERVICES

A) Total Cost of the Contract.

The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The Lead Agency or any other Financially Responsible Agency does not guarantee to purchase any minimum amount of services under this Contract.

B) Payment Rates.

The Provider shall be paid for authorized and delivered services as agreed to by the parties of this Contract. Rate setting authority originates from this Contract and not from MMIS Service Agreements. Rates as agreed to in this Contract must agree and be accurately reflected in MMIS. Rate schedules attached to this agreement via Attachment(s) C_____ are incorporated into this Contract by reference herein and are deemed part of this Contract.

1) No advance payments will be made under this Contract.

2) Payment for residential absence is not permitted through the BI, CAC, CADI, DD, or EW waivers and AC. The Provider's payment rate in 5.B may, however, include overhead expenses of days when a person is away from a residence. (See the Disability Program Services Manual on Reimbursement for Overhead Expenses due to Residential Absence for a list of affected waiver services and for acceptable ways to include absences in overhead expenses.)

3) If the Minnesota Legislature approves a rate increase, requires a rate decrease, or makes any other changes to the reimbursement rates for any service included in this Contract, the new rate shall be in effect under this Contract.

(a) The Lead Agency will send the Provider a written confirmation of the new rate. If the Financially Responsible Agency has accessed the Lead Agency contract and amended the rates, it will send the provider notices.

(b) The Provider agrees to abide by any conditions imposed upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services. _

(c) Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and the Lead Agency.

4) The Lead Agency may allow the Provider to negotiate the rate it will charge for some services, subject to MMIS rate limits. The Provider must provide sixty (60) calendar days written notice to the Lead Agency, eligible persons, and responsible parties to change rates as required by individual service needs. Existing eligible person's service authorizations continue at the previous rate for the duration of the authorization unless the Lead Agency agrees otherwise. Rate changes must be approved by the Lead Agency prior to being implemented.

(a) The 60-day written notice, as described in 5B (4), will be waived in cases of emergency or extenuating circumstances. In such cases, the Provider must provide the Lead Agency with reasonable notice in order to change rates. Timeliness of the notice will be determined by the Lead Agency.

6. METHODS OF BILLING

A) Billing MMIS for Purchased Services

1) The Provider shall submit invoices to the State of Minnesota following the policies and procedures established for payment of Minnesota Health Care Program services, as set forth in Minnesota Statutes, section 256B.064; Minnesota Rules, chapter 9505, and the Minnesota Health Care Program Provider Manual.

2) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Medical Assistance State Plan services, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.

3) The Provider agrees to notify the State of Minnesota if full or partial payment is received from any source other than this Contract for any eligible person also paid by the State. In such cases, the Provider shall return to the State any duplicate payment made by the State for such eligible persons.

4) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the Lead Agency or other Financially Responsible Agency shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.

5) The Provider shall bill consistent with applicable Minnesota Rules in effect at the time the service was performed.

6) The Provider will bill only for services actually delivered and only for days when services were actually delivered. Providers may not bill for days a person is absent from his or her residence.

B) Billing the Financially Responsible Agency for Authorized and Purchased Services

1) The Provider shall submit billing invoices within thirty (30) calendar days after Purchased Services have been delivered to eligible persons. Invoices shall be submitted to the Financially Responsible Agency in a format and according to a process communicated by the Financially Responsible Agency.

2) The Financially Responsible Agency will make payment within thirty (30) calendar days from the receipt of the invoice. If the invoice is incorrect, defective or otherwise improper, the Financially Responsible Agency will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Financially Responsible Agency will make payment within thirty (30) calendar days.

3) The Provider shall prepare an invoice for any other Financially Responsible Agency paying for an eligible person in cases where the Lead Agency under this contract is not the Financially Responsible Agency for an individual.

4) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Title XIX Medical Assistance, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.

5) The Provider agrees to notify the Financially Responsible Agency if full or partial payment for Purchased Services is received from any other source for any eligible person when those Purchased Services were also paid for by the Financially Responsible Agency. In such cases, the Provider shall return to the Financially Responsible Agency any duplicate payment made by the Financially Responsible Agency for such eligible persons.

6) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the neither the Lead Agency nor any other Financially Responsible Agency shall have responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.

7) The Provider will bill consistent with Minnesota Rules, part 9525.0950, subpart 1, or in effect at the time the service was performed.

8) The Provider agrees not to include in the charges for services any administrative or program cost assignable to private pay or third-party pay service recipients.

9) The Provider will bill only for services actually delivered.

7. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

A) Provider Inability to Provide Services.

The Provider shall, within no more than ten (10) business days of its determination, notify the Financially Responsible Agency of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person.

1) A transition plan must be developed with the person's case manager/care coordinator. The Financially Responsible Agency will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services.

B) Safety of the Person.

If the Lead Agency or other Financially Responsible Agency has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by actions of the Provider, its agent and/or employees, the Lead Agency or other Financially Responsible Agency may require that the Provider immediately terminate providing services to the person. The Lead Agency or other Financially Responsible Agency may also remove the person from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the Lead Agency or other Financially Responsible Agency to determine that the safety and well-being of the person has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the Financially Responsible Agency may terminate the MMIS Service Agreement for a specific individual. No payments shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

C) Notice of Discharge/Termination.

The Provider agrees to give at least a 30-day written notice to the Financially Responsible Agency, the person to be discharged, and the person's responsible party or legal representative whenever the Provider proposes to discharge or terminate service(s) to a person who has received services, unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the Financially Responsible Agency. The Provider shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the provider terminating service(s) to a person because of non-payment of an EW Waiver Obligation or Medical Assistance Spenddown.

D) Written Procedures.

The Provider agrees to establish and provide to the Lead Agency and Financially Responsible Agencies written procedures for terminating services to a person. The written procedures shall include provision for notification of the case manager, the person to be discharged, and the person's responsible party or legal representative. The written procedures shall state that the Provider will assist the Financially Responsible Agency to ensure a smooth transition to other services. A written summary of information and transfer of records will be included in the procedures.

8. PROVIDER QUALIFICATIONS AND TRAINING

A) The Provider agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Provider shall ensure that personnel are properly licensed or certified and meet standards described in the applicable federally-approved state waiver plans.

B) The Provider agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules, in compliance with training requirements under Minnesota waiver plans and as specified in the respective individual plan of each person served under this Contract, or if the Financially Responsible Agency has additional training requirements as per the individual support plan. A copy of the staff-training plan shall be provided to the Lead Agency and to other persons as requested. Upon Lead Agency or Financially Responsible Agency's request, the Provider shall provide a copy of records that show that the training plan has been implemented.

C) The Provider agrees to maintain at all times during the term of this Contract a process whereby its current and prospective employees and volunteers, who will have direct contact with persons served by the program or its services, will consent to a background study under Minnesota Statutes, Chapter 245C. The Provider agrees to ensure that employees and volunteers who have direct contact with persons served by its program or services are supervised or removed from direct contact to access to persons receiving its services as required under Minnesota Statutes, Chapter 245C.13.

D) All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. Providers must also show that staff training is completed in the areas that must be reported, local common entry point contacts, and follow-up within the Provider agency.

E) Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

9. STANDARDS AND LICENSES

A) The Provider represents that it is and will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally-approved Minnesota state waiver plans, and during the term of this Contract.

B) The Provider agrees to inform the Lead Agency or other Financially Responsible Agency who has authorized services under this contract of the following within five (5) business days after occurrence:

1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

3) Any federal exclusion of an individual or entity as described in Section 11 of this Contract or any conviction that could result in a federal exclusion.

C) The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Provider in the performance of its obligations under the Contract is responsible during the term of this Contract. This will include, but will not be limited to, current health, fire marshal, and program licenses, zoning standards, licensing and certification of staff when required under state or federal authority, insurance coverage, and all other applicable laws, regulations, ordinances, rules, and certifications that are effective, or will become effective, during the period of this Contract.

D) During the term of this Contract, the Provider agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the State to ensure quality service.

1) Failure to meet such standards may be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination may be effective as of the date of such failure.

2) Loss of any applicable license by the Provider shall be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such loss.

E) The Provider agrees to provide the Lead Agency or other Financially Responsible Agency, upon written request, copies of program review surveys or summaries, which may include reports from the Minnesota Department of Human Services or the Minnesota Department of Health, and/or Medicare surveys or summaries, when complete.

F) The Provider agrees to comply with the U.S. Department of Health and Human Services' Policy Guidance Document entitled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons". For Medical Assistance-funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Provider.

G) In the event that there is a revision of federal regulations, which make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for purposes of federal financial participation.

H) In the event that there is a revision of federal, state, or local statutes, rules or other laws, or the federally-approved state waiver language, which make the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

10. RECORD DISCLOSURES

The Provider shall:

A) Allow personnel of the Lead Agency or other Financially Responsible Agency accessing the contract, the Minnesota Department of Human Services and/or the Minnesota Department of Health, the Minnesota Medicaid Fraud Control Unit of the Attorney General's Office, the State Auditor's Office, and the U.S. Department of Health and Human Services access to the Provider's facility and records and permit any of the foregoing agencies or entities to copy the Provider's program and fiscal records at reasonable hours to exercise their responsibility to monitor Purchased Services.

B) Maintain all records pertaining to this Contract at Pinnacle Services Inc., 724 Central Ave. NE, Minneapolis, MN for six (6) years for audit purposes in accordance with Minnesota Statutes, section 16C.05, subdivision 5. All books, records, documents and accounting procedures and practices of the Provider that are relevant to this Contract are subject to examination by the Lead Agency or the Financially Responsible Agency accessing the contract, the Department, the U.S. Department of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six (6) years. The Provider shall promptly notify the Lead Agency in writing of any changes in the location where its records related to this Contract are stored or maintained.

C) Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons.

11. AUDIT, REPORTS AND EVALUATIONS

A) The Lead Agency shall establish procedures and timelines to monitor and evaluate the Provider's performance under this Contract. Lead Agency procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility; review of personnel files; review of the Provider's financial, statistical and program records; review of reports and data supplied by the Provider at the Lead Agency's request; and expense budgets.

B) The Provider shall provide the Lead Agency with reports as the Lead Agency may from time to time reasonably require, including but not limited to, the following: ***[Please check the applicable box (es) below and have both parties mark their initials next to those that apply.]***

1) ☒ **Audit:** While no independent audit is required, if the Provider has had an independent audit or audit review done, the Provider will make available to the Lead Agency, within thirty (30) calendar days of the Lead Agency's written request, a copy of any completed independent audit and auditor's management letter or completed audit review.

2) ☐ **Physician Orders** that include orders for the types of services provided, as required in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.

3) ☐ A written **Program and Statistical Report** in a form approved or provided by the Lead Agency within thirty (30) calendar days of the end of each quarter.

4) ☒ **Revenue and Expense Report** (also known as an Income Statement or Profit and Loss Statement) to be submitted ☐ Quarterly or ☐ Monthly or ☒ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.

5) ☐ **Balance Sheet** to be submitted ☐ Quarterly or ☐ Monthly or ☐ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.

6) ☐ **Expense Budget** ☐ Site-specific ☐ Program-specific, to be submitted ☐ Quarterly or ☐ Monthly or ☐ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.

7) ☐ Other: _____

C) If the collection of fees is delegated to the Provider, the Provider agrees to provide the Lead Agency or other Financially Responsible Agency with information about the fees collected and the fee source.

D) The Provider shall, upon reasonable notice, meet with Lead Agency personnel to assist the Lead Agency in evaluating Purchased Services outcomes.

E) The Provider shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the community support plan and shall submit progress reports at least annually for each person or as identified in the community support plan. The Provider agrees to develop reports that will contain sufficient specificity to enable the Lead Agency or Financially Responsible Agency to monitor and evaluate the person's achievement of goals and objectives stated in the person's community support plan.

F) If applicable, the Provider shall provide quarterly incident reports for persons under public guardianship to the Financially Responsible Agency case manager, the person, and the person's legal representative.

G) The Provider shall provide the Lead Agency or other Financially Responsible Agency authorizing services under this contract, with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the Lead Agency or other Financially Responsible Agency, to verify that the present and subsequent services are being rendered by competent, trained, qualified, and properly licensed or certified personnel as described in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.

H) The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors; nor the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally-funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Provider learns of any such debarment or exclusion, the Provider shall immediately notify the Lead Agency and Financially Responsible Agency authorizing services under this contract in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract

12. SAFEGUARD OF INFORMATION

A) The Provider agrees to comply with the terms of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and all other applicable Minnesota laws, in handling all data related to this Contract. In addition, the Provider agrees to comply with all applicable federal privacy laws.

B) The business director/owner Jill Cihlar or his/her successor _____ shall be the designated authority in charge of all data collected, used, or disseminated by the Provider in connection with the performance of this Contract in compliance with the Minnesota Government Data Practices Act, Chapter 13.

C) The Financially Responsible Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Provider in accordance with Minnesota Rules, Parts 1205.0100 to 1205.2000.

D) The Lead Agency and other Financially Responsible Agencies are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Provider performs a function or activity involving the use of "protected health information" (Code of Federal Regulations, Title 45, section 164.501), on behalf of the Lead Agency and other Financially Responsible Agencies, including, but not limited to, providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR, section 160.103, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

INSERT DESIGNEE'S NAME

Pinnacle Services Inc

E) The Provider agrees to defend, indemnify, and hold harmless the Lead Agency and other Financially Responsible Agencies authorizing services under this contract, its agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

A) The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

B) To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section applies only if the Contract is for more than $100,000 and the Provider has employed 40 or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

C) It is the Financially Responsible Agency accessing services under this contract or Lead Agency's policy that all Providers desiring to do business with the Financially Responsible Agency or Lead Agency adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that Providers do not unlawfully discriminate in any condition of employment on the basis of race, color, gender, sexual orientation, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Opportunity Employment.

14. FAIR HEARING AND GRIEVANCE PROCEDURES

A) The Financially Responsible Agency is responsible to refer a person's request for a fair hearing and grievance procedure to the Department in conformance with Minnesota Statutes, section 256.045 and in conjunction with the Fair Hearing and Grievance Procedures established by the administrative rules of the Department.

B) The Financially Responsible Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his or her rights to a fair hearing in these respects.

15. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

A) **Bonding**: The Provider will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of $ 10000.00 covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Lead Agency at the beginning of this Contract term and on an annual basis thereafter.

B) **Indemnity**: The Provider agrees that it will at all times defend, indemnify, and hold harmless, the Department of Human Services and the Lead Agency or Financially Responsible Agency against any and all liability, loss, damages, costs and expenses which the Department, Financially Responsible Agency, or Lead Agency may hereafter sustain, incur, or be required to pay:

1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or

3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.

C) **Insurance**: The Provider further agrees, in order to protect itself as well as the Department, the Lead Agency, and other Financially Responsible Agencies under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Adult family foster care providers and child family foster care providers who are covered by the DHS-purchased liability policy for these providers are exempt from this insurance requirement as long as the DHS-purchased insurance is in force.

D) The Provider will make a good-faith effort to purchase occurrence-based liability insurance. If the Provider cannot afford or find an occurrence-based liability policy, the Provider may substitute a claims-made liability policy at the same coverage levels required in Paragraph 15.E and with extended reporting-period coverage for at least one full year following the end of the term of the claims-made policy.

E) This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater:

1) Effective January 1, 2008: Four Hundred Thousand Dollars ($400,000) for bodily injury or property damage to any one person and One Million Two Hundred Thousand Dollars ($1,200,000) for total injuries or damages arising from any one occurrence.

2) Effective July 1, 2009: Five Hundred Thousand Dollars ($500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars ($1,500,000) for total injuries or damages arising from any one occurrence.

F) The Department of Human Services, Lead Agency, and Financially Responsible Agency must all be listed as additional insured, and the Lead Agency shall be sent a current certificate of insurance on an annual basis. The certificate must show that the Lead Agency will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

G) If the Provider is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Provider must notify the Lead Agency contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Provider receives notice of cancellation or inability to obtain coverage. The Provider shall also provide written notice to the Lead Agency contract manager within five (5) business days. The Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.

H) The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Provider must also maintain professional liability insurance with a minimum aggregate amount of $1,000,000.

16. CONDITIONS OF THE PARTIES' OBLIGATIONS

A) The Provider agrees to inform the Lead Agency within ten (10) business days of changes in its address, ownership, organizational structure, board of director membership, and/or chief operating officers.

B) The Provider will also inform the Financially Responsible Agency within ten (10) business days of any reductions in staffing levels or in staff qualifications that affect the person's health and safety, result in loss of needed expertise to meet the person's care requirements, or result in overpayment for Purchased Services; or such instances where the Provider is no longer able to deliver the agreed services prior to the effective date or during the term of this Contract.

C) It is understood and agreed that in the event funding to the Financially Responsible Agency from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Service for an individual, the obligations of each party hereunder shall be terminated.

D) Before the end date of the Contract period, as specified in the recitals to this Contract, the Lead Agency may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Contract. No automatic renewals are permitted. Any agreement to renew this Contract shall be in writing and must be signed by authorized representatives of the parties.

E) The Financially Responsible Agency will reimburse the Provider only for services specified in this Contract that have been authorized and delivered.

F) If the Financially Responsible Agency or Lead Agency determines that funds are not being administered

in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the Lead Agency may terminate this Contract for cause after notice has been provided to the Provider or the Provider's designated representative, according to Section 21 of this Contract.

17. SUBCONTRACTING

A) The Provider shall not enter into subcontracts for performance of any of the services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the Lead Agency and subject to such provisions as the Lead Agency may, in its sole discretion, deem necessary.

B) All subcontracts must contain provisions that make all Subcontractors subject to all of the requirements of this Contract.

C) The Provider must ensure that any and all subcontracts to provide services under this Contract contain the same language appearing in under Section 26 below, "Department of Human Services as Third-Party Beneficiary."

D) Notwithstanding the Lead Agency's approval of any subcontract, the Provider_agrees that it will be responsible for ensuring that the performance of any Subcontractor is in compliance with the subcontract, this Contract, and Minnesota Rules, part 9525.1870, subpart 3.

18. INDEPENDENT CONTRACTOR

A) Nothing contained in this Contract is intended or should be construed as creating the relationship of copartners or joint ventures with the Lead Agency or other Financially Responsible Agency or the Department. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract.

B) The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract.

1) Any and all personnel of the Provider or other individuals, while engaged in the performance of any work or services required by the Provider under this Contract shall have no contractual relationship with the Lead Agency or other Financially Responsible Agency and shall not be considered employees of the Lead Agency or other Financially Responsible Agency.

2) All claims that may or might arise under the Minnesota Unemployment Insurance Law in Minnesota Statutes, Chapter 268 or the Workers' Compensation Act in Minnesota Statutes, Chapter 176 on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees, shall in no way be the responsibility of the Lead Agency or other Financially Responsible Agency.

3) The Provider shall defend, indemnify, and hold the Lead Agency and other Financially Responsible Agencies, their officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

4) Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Lead Agency or other Financially Responsible Agency, including without limitation tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment insurance, disability, severance pay, and Public Employees' Retirement Association.

19. DISCLOSURE

A) The Provider agrees to make such disclosures of ownership and control information to the Lead Agency as is required by 42 CFR, sections 455.100 to 455.106.

20. DEFAULT

A) Unforeseeable Acts or Events (Force Majeure): Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

B) Changes in Policy or Staff: The Lead Agency reserves the right to terminate this Contract on ten (10) business days' written notice if the following changes are proposed or have been implemented:

1) Reductions in staffing levels that affect the health or safety of the person or that result in loss of needed expertise, or

2) Such instances where the Provider, in the Lead Agency's sole discretion, is no longer able to deliver the services agreed to prior to the effective date or during the term of this Contract.

C) Default by Provider: Unless cured or excused under paragraph 20 (A) or Lead Agency or other Financially Responsible Agency default, each of the following shall constitute default on the part of the Provider:

1) A written admission by the Provider that it is bankrupt; the filing by the Provider of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Provider unless dismissed within ninety (90) calendar days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.

2) The making of any arrangement with or for the benefit of the Provider's creditors involving an assignment to a trustee, receiver, or similar fiduciary. The Notice of Default and cure provisions do not apply to this paragraph.

3) Making material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract.

4) The Provider disregards laws, ordinances, rules, regulations or orders of any public authority.

5) Failure to perform any other material provision of this Contract.

D) Default by Lead Agency or Other Financially Responsible Agency: Unless cured or excused by the provision in paragraph 20(A) on Provider default, each of the following shall constitute default on the part of the Lead Agency or other Financially Responsible Agency:

1) Making material misrepresentation either in the attached attachments and documents or in any material provision or condition relied upon in making of this Contract.

2) Failure to perform any other material provision of this Contract.

E) Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period.

F) Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days, or such additional times as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by the non-defaulting party by giving written Notice of Termination to the defaulting party as provided in Section 21 of this Contract.

21. TERMINATION OF CONTRACT

A) With or Without Cause:
This Contract may be terminated without cause by either party upon thirty (30) calendar day's written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. Notwithstanding the foregoing, termination based on noncompliance with Section 16, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.

B) Termination by Lead Agency - Lack of Funding:
Notwithstanding any provision of this Contract to the contrary, the Lead Agency may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The Lead Agency or other Financially Responsible Agency is not obligated to pay for any services performed by Provider after written Notice of Termination for lack of funding is sent to the Provider. The Lead Agency or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

C) Written Notice of Termination:
Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided in Section 28 of this Contract.

D) Duties of Provider Upon Termination:
Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:

1) Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.

2) Immediately notify all persons who are receiving services pursuant to this Contract.

3) Cancel all orders and subcontracts to the extent that they relate to the performances canceled by the Notice of Termination.

4) Complete performance of such terms as shall not have been canceled by the Notice of Termination.

5) Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.

6) Retain the records of the person for at least five years following the termination of services (Minnesota Statutes, section 245B.07, subdivision 3 and Minnesota Rules, part 9505.2190.)

7) Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.

E) Duties of Lead Agency or Other Financially Responsible Agency Upon Termination:
Upon receipt of a Notice of Termination, and except as otherwise provided, the Lead Agency or other Financially Responsible Agency:

1) Shall not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized by the Lead Agency or other Financially Responsible Agency in writing.

2) Shall, within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.

F) Effect of Termination:
Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.

22. CONTRACT RIGHTS & REMEDIES

A) Cumulative Rights:
All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

B) Waiver:
Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Lead Agency and the Provider.

C) Damages

1) Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.

2) Breach: Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by the Provider, the Lead Agency or other Financially Responsible Agency may withhold final payment due the Provider until such time as the exact amount of damages due is determined.

23. CONTRACT ADDITIONS OR MODIFICATIONS

A) Addendum: Any addition(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

1) Any additional provisions that limit or restrict a person's choice or access to services shall be considered invalid.

B) Amendments: Any amendment(s) or change(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

C) Assigned Designees: The designees allowed to execute and approve addendums and/or amendments are identified as:

Robert Benson, Director LEAD AGENCY DESIGNEE	and	Jill Cihlar, President and CEO PROVIDER DESIGNEE

D) Contract Complete: This Contract contains all negotiations and agreements between the Lead Agency and the Provider. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

24. SEVERABILITY

A) The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

25. EXTENSION CLAUSE

A) The parties further understand and agree that this Contract shall be automatically extended for an additional period up to ninety (90) calendar days from the end date of this Contract in the event that a new contract between the parties is desired but not entered into prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

26. DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY

A) The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the contract between the Lead Agency board and the Provider. The Provider specifically acknowledges that the Lead Agency board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. Minnesota Rules, part 9525.1870, subpart 2.

27. MERGER

A) **Entire Contract**: It is understood and agreed that the entire contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the Provider and any Lead Agency relating to the subject matter hereof.

28. NOTICE

A) **Notice Given Under this Contract:**
All notices given by either party to the other party under this Contract shall be delivered to the following representative of the other party, or his/her successor:

1) To the Lead Agency: Notices shall be addressed to Chisago County Health & Human Services, 313 N. Main St., Rm 230, Center City, MN 55012

2) To the Provider: Notices shall be addressed to Pinnacle Services, INC., President, 724 Central Ave. NE, Minneapolis, MN 55414

3) Each party shall promptly notify the other party in writing of any changes in its designation of the person and location listed in this Section.

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Signature Page

IN WITNESS WHEREOF, Chisago County (Lead Agency) and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the Chisago County Lead Agency Board and/or Council having duly approved this Contract on 09/20/2023, and pursuant to such approval and the proper Lead Agency officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

LEAD AGENCY OF
Chisago County
State of Minnesota

LEAD AGENCY BOARD AND/OR COUNCIL
Ben Montzka
BY: CHAIRPERSON OF THE LEAD AGENCY BOARD AND/OR COUNCIL
DATED:

BUSINESS NAME
Pinnacle Services Incorporated
DOING BUSINESS AS
BY: DIRECTOR
DATED:

ATTESTED TO:

BY: LEAD AGENCY ADMINISTRATOR AND/OR DIRECTOR
DATED:

APPROVED AS TO LEGALITY AND FORM:

BY: LEAD AGENCY ATTORNEY
DATED:

Attachments

A) The following list of documents herein referred to as "Attachments." There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

Attachment Number	Title of Document to be Attached	Number of Pages
1) Attachment A:	"Purchased Services" for Disability Waivers	1
2) Attachment B:	"Purchased Services" for Elderly Waiver (EW) and Alternative Care (AC)	1
3) Attachment C:	Rate Sheet	1
4) Attachment _____:	_____	_____
5) Attachment _____:	_____	_____
6) Attachment _____:	_____	_____
7) Attachment _____:	_____	_____
8) Attachment _____:	_____	_____
9) Attachment _____:	_____	_____
10) Attachment _____:	_____	_____

Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Brain Injury (BI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). ***[Please check and have both parties mark their initials next to those that apply.]***

☐ 24-Hour Emergency Assistance		☐ Family Training and Counseling	
☐ Adult Companion		☐ Foster Care	
☐ Adult Day Care		☐ Home Delivered Meals	
☐ Adult Day Care Bath		☐ Homemaker	
☐ Assistive Technology		☐ Housing Access Coordination	
☐ Behavioral Programming		☐ In-Home Family Support	
☐ Caregiver Living Expenses		☐ Independent Living Skills Therapies	
☐ Caregiver Training and Education		☐ Independent Living Skills Training	
☒ Case Management		☐ Night Supervision	
☐ Case Management aide		☐ Personal Support	
☐ Chore		☐ Prevocational Services	
☐ Consumer Directed Community Supports		☐ Residential Care	
☐ Consumer Training and Education		☐ Respite	
☐ Crisis Respite		☐ Specialist Services	
☐ Customized Living		☐ Specialized Supplies and Equipment	
☐ Customized Living 24 Hour		☐ Structured Day Program	
☐ Day Training and Habilitation		☐ Supported Employment	
☐ Environmental Accessibility and Adaptations		☐ Supported Living Services	
☐ Extended Home Care (home health care, personal care assistance, and private duty nursing)		☐ Transitional Services	
		☐ Transportation	

(If there are other services to be provided that are not listed above, check and describe the services below.)

☒ Other: Relocation service coordination
☐ Other:
☐ Other:

Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, The Elderly Waiver and Alternative Care chapter. ***[Please check and have both parties mark their initials next to those that apply.]***

☐ 24-Hour Customized Living		☐ Home Delivered Meals	
☐ Adult Day Services		☐ Home Health Aide Services	
☐ Adult Day Services Bath		☐ Home Health Services	
☐ Adult Companion Services		☐ Homemaker Services	
☐ Adult Foster Care		☐ Nutrition Services (AC Program Only)	
☒ Case Management		☐ Personal Care Assistance Services	
☐ Case Management Aide		☐ Professional Nursing Services	
☐ Chore Services		☐ Residential Care Services	
☐ Consumer Directed Community Supports (CDCS)		☐ Respite Care	
☐ Customized Living		☐ Specialized Supplies and Equipment Personal Emergency Response Systems (PERS)	
☐ Environmental Accessibility Adaptations			
☐ Family Adult Day Services (FADS)		☐ Transitional Services	
☐ Family and Caregiver Training and Education		☐ Transportation	

(If there are other services to be provided that are not listed above, check and describe the services below.)

☒ Other: Relocation service coordination
☐ Other:
☐ Other:
☐ Other:

Attachment C

Chisago County Rate Sheet

Provider: Pinnacle Services, Inc. effective : 7/1/2023

'X' services provided	Services	Procedure Code	Units	Contract Rate	Programs
X	Case Management	T1016	15 minutes	$24.47	CAC, CADI, BI
X	Case Management	T1016	15 minutes	$23.19	DD
X	Case Management	T1016	15 minutes	$25.46	EW
X	Relocation Service Coordination				

Chisago County Request for Board Action

Meeting Date: September 20, 2023	***Item Number:*** **18**
Title of Item for Consideration: Chisago County Recorder Document Preservation Plan	
Action Requested by: Karen Long, County Recorder	***Department:*** County Recorder

Previous Action on this Matter: At the March 13th, 2023 County Board of Commissioners meeting, the County Board approved the County Recorder Document Preservation Plan and authorized expenditure of County Recorder Technology and Compliance Funds to pay for the plan.

County Recorder Karen Long requested proposals to complete the plan. TriMin (in combination with US Imaging) and ArcaSearch were the lowest proposals.

Background: The Chisago County Recorder's intent is to develop and execute a digital strategy to fulfill its mission to "protect, preserve and record documents." In addition, allowing remote access to all documents deemed public information furthers the office's efforts to serve the public in a "prompt, courteous, and effective manner."

The County's books and microfiche quality is continually diminishing. Some of the County digital copies were poorly done. Microfiche readers are becoming obsolete, researchers are not able to do a full 40-year search online without having to request some documents from our office, and the more information we put out for researchers, the less likely they are going to seek legislation requiring information be made available online at no charge.

***Attachment(s)*:**

- Prof/Tech Contract with TriMin in Combination with US Imaging
- Prof/Tech Contract with ArcaSearch
- Document Preservation Presentation (from March 15th, 2023)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the contracts with TriMin and ArcaSearch to complete the Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund to pay for the services. The suggested motion is as follows:

"Move to approve approve the contracts with TriMin and ArcaSearch to complete the Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund to pay for the services."

Implications of Action: By approving the contracts, the County will preserve, protect, and record documents.

Budget/Financial Implications: The project will be paid from the Recorder Technology and Compliance Fund. $296,045.96.

Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws 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 _____

40060

PROFESSIONAL &TECHNICAL SERVICES CONTRACT
BETWEEN COUNTY of CHISAGO and ARCASEARH

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through the Chisago County Recorder's Office, 313 North Main Street, suite 277, Center City, Minnesota (hereinafter "County"), and ArcaSearch Digital Archiving Services a limited liability corporation, doing business at 720 St. Germain ST. W., St. Cloud, MN 56301, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR); together referred to as the Parties.

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 in need of professional/technical services for the Chisago County Recorder's Office digital archiving and processing Project as outlined in the Contractor's proposal (#01062023P1V1) as outlined in the attached Statement of Work, attachments, or addendums; 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 August 14, 2023 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under 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 Request for Proposals (RFP), and set forth in the CONTRACTOR'S Response to the RFP, and the Proposal (#01062023P1V1)** 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 related to the digital archiving project shall not exceed: one hundred fifty thousand dollars seven hundred eighty one dollars and no cents ($150,781.00). The CONTRACTOR will invoice the County for 50% of the project price upon receipt of the signed contract. In addition, the CONTRACTOR shall invoice the County for the Compass Eclipse Research System: seven thousand eight hundred seventy-five dollars and no cent ($7,875).

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:	Karen Long
	Chisago County Recorder
Address:	313 North Main St., Center City, MN 55012
Telephone:	(651) 213-8580
E-Mail:	Karen.long@chisagocountymn.gov

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Chuck Miotke, Document Preservation Consultant
	AracaSearch, LLC
Address:	720 St. Germain St. W
	St. Cloud, MN 56301
Telephone:	989.430.3877
E-Mail:	chuck.miotke@arcasearch.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**. In recognition of the relative risks and benefits of this project, to both the County and the CONTRACTOR, the risks related to the conduct and activities specifically related to the handling, preserving, and digitizing documents have been allocated such that the County agrees to the fullest extent permitted by law, to limit the liability of CONSULTANT to the County for claims, losses, costs, damages for said handling, preserving and digitizing documents, which may include damages, expenses related to document claims, including attorneys' fees and costs and expert witness fess and costs, so that the total aggregate liability of CONSULTANT to the County shall not exceed 75% of CONSULTANT total fee for services rendered on this project.

The CONTRACTOR and the County each agrees to be responsible for their own negligent acts, errors, and omissions or intentional wrongs and will hold the others' representatives and employees harmless from claims of negligence or intentional misconduct or violations and all claims or causes of action, including reasonable attorneys' fees incurred by the CONTRACTOR or the County, in the performance of this contract in relation to their own respective representatives or employees. This clause shall not be construed to bar any legal remedies the Parties 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 Parties' respective negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable.

VIII. **INSURANCE**.

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
$500,000 per claim; $1,500,000 per occurrence; $2,000,000 annual aggregate

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

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

X. **NON-DISCRIMINATION; MINNESOTA STATUTE §181.59**.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction 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.

In the event there is a breach of data or an authorized release, or disclosure of data, materials or information that is unlawful or unauthorized, the CONTRACTOR shall notify the County immediately, but in no event more than one business day following discovery of the breach, release or disclosure.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form

(hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

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

APPROVED:

1. CONTRACTOR – NAME

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: Tammy Hoekstra
Title: Customer Service Manager
Date: 8.24.2023

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
Date: August 17, 2023

EXHIBIT B:

Vendor/Contractor Information Technology Usage Agreement (updated 02-08-11)

All employees and agents of vendors and contractors who will access Chisago County information technology in the course of their work for Chisago County ("vendor personnel") are required to sign this document before accessing any Chisago County computer system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Chisago County. Vendor personnel have no expectation of privacy in any electronic communications, use of Chisago County property, or Internet access. Chisago County reserves the right to review, audit, or monitor any information technology used by vendor personnel. All work shall be performed by the contractor submitting the proposal. Subcontractors will not be allowed unless approved in advance by an agent of the County.

1.Vendor personnel have no expectation of privacy in any electronic communications, use of Chisago County property, or Internet access. Chisago County reserves the right to review, audit, or monitor any information technology used by vendor personnel.

2.All vendor personnel shall use only accounts authorized by Chisago County's Enterprise Services Staff.

3.Vendor personnel may access only those resources for which they are specifically authorized.

4.Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.

a. Passwords shall remain confidential.
b. Passwords shall be changed every 90 days.
c. Passwords shall be at least six characters long.
d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B,* (ii) English lower case letters, *a, b,* (iii) Westernized Arabic numerals, *0,1,2,* and (iv) Non-alphanumeric ("special characters") such as punctuation symbols.
e. Passwords may not contain your user name or any part of your full name.
f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.

5.Vendor personnel are not permitted to script their user IDs and passwords for log-on access.

6.Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.

7.Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.

8.Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any Chisago County computer. The software must have been approved in writing by Chisago County Enterprise Services Department.

9.Vendor personnel shall execute only applications that pertain to their specific contract work.

10.Vendor personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (651-213-8200).

11.Vendor personnel shall promptly notify the Chisago County Enterprise Services Department if they have any reason to suspect a breach of security or potential breach of security.

12.Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the Chisago County Enterprise Services Department.

13.Vendor personnel shall not install or use any type of encryption device or software on any Chisago County hardware, which has not been approved in writing by the Chisago County Enterprise Services Department.

14.Vendor personnel shall not attach any device to the Chisago County network without written approval from the Chisago County Enterprise Services Department.

15.Vendor personnel may not remove any computer hardware from any Chisago County building for any reason, without prior written approval from the Chisago County Enterprise Services Department.

16.Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Chisago County hardware.

17.Vendor personnel shall not attach any network or phone cables to any Chisago County device without written approval from the Chisago County Enterprise Services Department.

18.Vendor personnel may not copy any data and/or software from any Chisago County resource for personal use.

19.Chisago County data and/or software shall not be removed from a Chisago County Building or network without prior written approval from the County.

20.Vendor personnel may not utilize Chisago County computer systems or networks for any of the following reasons:

a. Game playing;
b. Internet surfing not required for their work activity;
c. Non-Chisago County related, work activity; including ANY personal use
d. Any illegal activity.
e. Unapproved downloading of files from the Internet. If files are needed for your work, contact Chisago County Enterprise Services personnel.
f. Access any non-Chisago County E-mail (Vendors may access other e-mail via the Chisago County WiFi Internet network).

21.Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the Chisago County Enterprise Services Department.

22.Vendor personnel may not give out any Chisago County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.

23.All data storage media shall be erased or destroyed prior to disposal process must meet current Federal standards for data destruction.

24.Vendor personnel may not remove or delete any computer software without the written approval of the Chisago County Enterprise Services Department.

25.Vendor personnel shall not attempt to obtain or distribute Chisago County system or user passwords.

26.Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any Chisago County facility for which they are not authorized.

27.All equipment issued to vendor personnel will be returned in good condition to Chisago County upon termination of the Chisago County/Vendor Personnel relationship.

28.Vendor personnel may not use Chisago County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.

29.Vendor personnel are prohibited from causing Chisago County to break copyright laws.

30.Use by vendor personnel of any Chisago County information technology will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Chisago County project as well as being subject to Minnesota civil and criminal liability. Disciplinary action may include Chisago County requesting the vendor consider demotion, suspension and termination.

31. Vendor personnel may not disclose of any private or confidential client information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged). Vendor personnel will not attempt to access not public data for personal purposes. Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all vendor personnel;
32. Any vendor owned equipment that is used to access any Chisago County Systems via any remote access or direct access system or connection must have current, licensed, updated and operating software including virus protection and appropriate firewall software. Use of non-vendor owned or controlled (personal) equipment (PC) is not allowed, internet connections and routers / access points are not included in this requirement. (Ok to use an Internet connection from a hotel, for example.)

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA
VENDORS

As a vendor working with Chisago County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information. Attached to the handout is a form which describes your responsibilities and states the type of private/confidential data to be collected and the purpose for which the summary data is being prepared (if applicable). Your signature on the form provides verification that you have read and understand these responsibilities.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes private, nonpublic, confidential, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

A. **Private date** is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:
   1. the individual who is the subject of the data or a designated representative;
   2. anyone to who the individual gives signed consent to view the data;
   3. employees of the welfare system whose work assignments reasonably require access to the data;
   4. anyone the law says can view the data.

   Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

B. **Confidential data** is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

   Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, MN Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees,** who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or

state agency shall, in addition, be liable to exemplary damages of not less than $100, nor more than $10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

[__] Statement of Work [Dated:].

Description of Work to be done:

[___].

Timeline:

See Attachment A

Special Conditions (if Any):

See Attachment A

Required Insurance Information:

The Contractor shall purchase, provide and maintain at its own expense, insurance coverage as stated in this agreement. Proof of insurance shall be furnished to Chisago County prior to the commencement of any work and shall be maintained throughout the life of this agreement and shall be evidenced by the carriers certificates, filed with the County. All insurance must meet current State of MN requirements.

- Minnesota Workers Comp Insurance/Employers Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits and is covered for work in Minnesota.
- Professional Liability Insurance:
- Certificate of Insurance: The insurance certificate shall specify Chisago County as an additional insured and list the project name.

Tammy Hoekstra
Vendor personnel's signature Date 8.24.2023 Vendor's name, printed

Tammy Hoekstra
Vendor personnel's name, printed Term of this agreement _____

Non-CJDN vendor remote access only approved if signed below by the DES Director (this approval is valid for term of this agreement or 1 year whichever is less).

_____ Date_____
DES Director

Chisago County Policy and Procedure, Vendor Remote Access for Support

PURPOSE

To ensure the security Chisago County systems and data is not compromised as a result of vendor remote access.

POLICY

Chisago County allows controlled, restricted, access to specific network resources for very specific support purposes, for approved vendors only. Chisago County reserves the right to disable any and all vendor remote access at any time, solely at the discretion of the county and without consulting with the vendor, without any liability or risk of liability or charges or adverse actions from the vendor. If a vendor is using a subcontractor, that subcontractor will need to have their own signed agreement with Chisago County. The vendor is in no way allowed to "reassign" their access right to any other vendor, subcontractor or consultant.

PROCEDURE

1. Chisago County's security officer / Enterprise Services Director or his/her designee must review all vendor requests for any form of vendor remote access. The vendor must have a signed Chisago County Vendor Agreement on file with the Chisago County Enterprise Services Department. The vendor must also be under contract with the Chisago County Enterprise Services Department for support / implementation and be in good standing. No access will be allowed until the Chisago County's security officer / Enterprise Services Director or his/her designee, have issued a signed approval letter.

2. Vendor remote access will be allowed only by use of the approved Chisago County remote access system. The system will block any split tunneling of the VPN or PC, remove all access to the remote users local network or local drives, use 3rd level authentication (3rd level authentication code generator will not be given to the vendor, the vendor will be required to call the Chisago County Enterprise Services Department for this key), disable remote printing, fully encrypt all communications and temp files on the "remote PC" created during the active session, and time out after no more than ½ hour of non-use or less.

3. Access is restricted to business hours only, unless other special arrangements are made with the Chisago County Enterprise Services Department.

4. Remote access is not allowed to any Chisago County end user PC.

5. Vendor remote access accounts will not be allowed to have any administrator type privileges on the Chisago County network. Vendor may have administrator type privileges to the supported application, and local administrator to the server(s) vendor supported application is installed on if required, as long as that privilege does not create administrator type privileges to the Chisago County network.

6. Vendor remote access is for support only, and is not to be used for primary installation.

7. Chisago County reserves the right to monitor / record any or all session of vendor remote access at any time, without notification given to the vendor.

8. Certain parts or segments of the Chisago County network may not be available for remote access due to Federal / State laws or rules, or deemed too high of a risk, by the Chisago County's security officer / Enterprise Services Director or his/her designee.

9. Chisago County reserves the right to modify this policy and procedure at any time for any vendor.

10. Any vendor that is granted remote access to the Chisago County CJDN areas of the network must have a current fingerprint and back grounded on file with Chisago County in compliance with current CJDN policy and Chisago County CJDN Policy.

11. If the access is to a server or device located on the CJDN segment, an Enterprise Services Department staff must be "shadowing" the connection. The Enterprise Services staff must continue to monitor the connection and be prepared to disable the connection if there are any appearances of improper use or any activity not consistent with the scope of work for the vendor. Enterprise Services staff must insure that the connection is disabled as soon as the vendor has completed the session.

CHISAGO COUNTY RECORDER DOCUMENT PRESERVATION PLAN

PRESERVING THE PAST AND EMBRACING THE FUTURE

MARCH 2023

CHISAGO COUNTY RECORDER'S OFFICE DOCUMENT PRESERVATION PLAN

The Chisago County Recorder's intent is to develop and execute a digital strategy to fulfill its mission to "protect, preserve and record documents." In addition, allowing remote access to all documents deemed public information furthers the office's efforts to serve the public in a "prompt, courteous, and effective manner."

WHY DIGITAL RECORD PRESERVATION?

It's the Law

- Most county land records must be maintained for life
- Proactive approach of making them available (for revenue) before being mandated by the State to make them available (at no cost)

Risk Management

- Critical part of the County's disaster recovery plan
- Digital records eliminate the risk of loss due to fire, water damage, the environment, or natural disaster.
- Digital records reduce the risk of workplace injuries by not having to handle large heavy books/binders.

WHY DIGITAL RECORD PRESERVATION?

It Just Makes Things "Better"

- **Reduces office space-** Paper records can be relocated to less valuable storage space.
- **Creates office efficiency-** Digital records take less time to access, copy, or send.
- **Allows for remote document access-** Records can be viewed, emailed, and printed from a computer
- **Preserves current record quality-** Paper records age over time and quality is reduced. Digital records will never deteriorate
- **Improves customer satisfaction-** Researchers do not have to wait for us to get their images.
- **Increases revenue-** E-Commerce on-line record access and payment offers a "hands free" way to collect funds.
- **Existing and future staff and customers are comfortable working in a digital environment (the new normal).**

THERE ARE GENERALLY 2 DIFFERENT "TYPES" OF PEOPLE DOING RESEARCH IN LAND RECORDS

- Genealogists and other people looking for historical information for more personal reasons.
  - ARCA Search is helpful when they might know key words, do not necessarily know how to do searches by legal description
- Abstractors and other real estate professionals (title companies, attorneys, etc.) performing a 40-year (give or take) tract search
  - LandShark allows searching by legal description or Grantor/Grantee in conjunction with LandLink, the LRMS (Land Records Management Software) in which we record documents

Having 2 different sources to search documents meets the needs of all researchers.

CURRENT STATE OF CHISAGO COUNTY LAND INDEX AND RECORDS

Deed, Mortgage, and Miscellaneous Indexes have not been effectively digitized. It is critical the indexes are preserved since the are used daily and are in very poor condition.

Deed, Mortgage, and Miscellaneous records have been microfilmed. Microfilming was completed many years ago and the quality is very poor. Many documents are not readable.

Based on the research and evaluation of indexes and records, 3 options have been created to proceed with digitizing Chisago County "historical" land records with ArcaSearch.

CRITICAL INDEXES AND RECORDS TO BE PRESERVED:

Documents to be preserved:

- Grantor/Grantee Deed Record Indexes 10,980
- Deed Records 71,253
- Index to Mortgages Grantor/Grantee 4,974
- Mortgage Records 52,827
- Miscellaneous Indexes Grantor/Grantee 3,826
- Miscellaneous Records 12,000
- Tract Indexes (Lands) 2,527
- Tract indexes (Lots) 1,800
- Numerical Indexes 7,202

Total documents to be imaged 167,389

ARCA SEARCH
PRESERVE CHISAGO RECORDS-OPTION 1

Option 1: Preservation of all indexes

- Image all index books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes Numerical indexes and Tract Indexes land and lots.
- Develop and host site for record search.
- The Chisago Record site for a fee will offer E-commerce (remote access) for customers. Setup $2,495.00 and annual fee $999.00
- Price for document imaging, creating digital files, processing, OCR, site build and hosting. 9 products, 56 books, 31,309 images. $37,253.00

ARCA SEARCH
PRESERVE CHISAGO RECORDS-OPTION 2

Option 2: Image all indexes and records (All original paper records)

- Image all index and record books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes, and Tract Indexes land and lots. **Also includes Deed, Miscellaneous, and Mortgage Records.**
- Develop and host site for record viewing and search.
- The site for a fee will offer E-commerce (remote access) for customers. Setup $2,495.00 and annual fee $999.00
- Price for document imaging, creating digital files, processing, OCR, site build, and hosting. 12 products, 164 books, 167,389 images. $150,781.00

ARCA SEARCH
PRESERVE CHISAGO RECORDS-OPTION 3

Option 3: Image all indexes and records (Use Microfilm for Records)

- Image all index and record books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes, Numerical Indexes, Tract Indexes land and lots. **Includes Deed, Miscellaneous, and Mortgage Records. It is priced to use existing microfilm images for Deed, Miscellaneous, and Mortgage Records.**
- Develop and host site for record viewing and search.
- The site for a fee will offer E-commerce (remote access) for customers. Setup $2,495.00 and annual fee $999.00
- Price for document imaging, creating digital files, processing, OCR, site build and hosting. 12 products, 164 books, 167,389 images. $86,993.00

TRIMIN AND US IMAGING PROJECT SCOPE

Document Scanning and Indexing Proposal with Partial or Full Indexing

- "Clean up" existing images when possible
- Digitize images that are not already digital
- Double index images with selected criteria and verify for accuracy
- Format and deliver images for Trimin to import into Chisago County's land records system.
- Partial Indexing includes these fields: Book/page, Document Number, Document Type, Date Recorded, Grantor, Grantee.
- Full Indexing also includes the same fields as partial indexing and also includes a Legal Description.

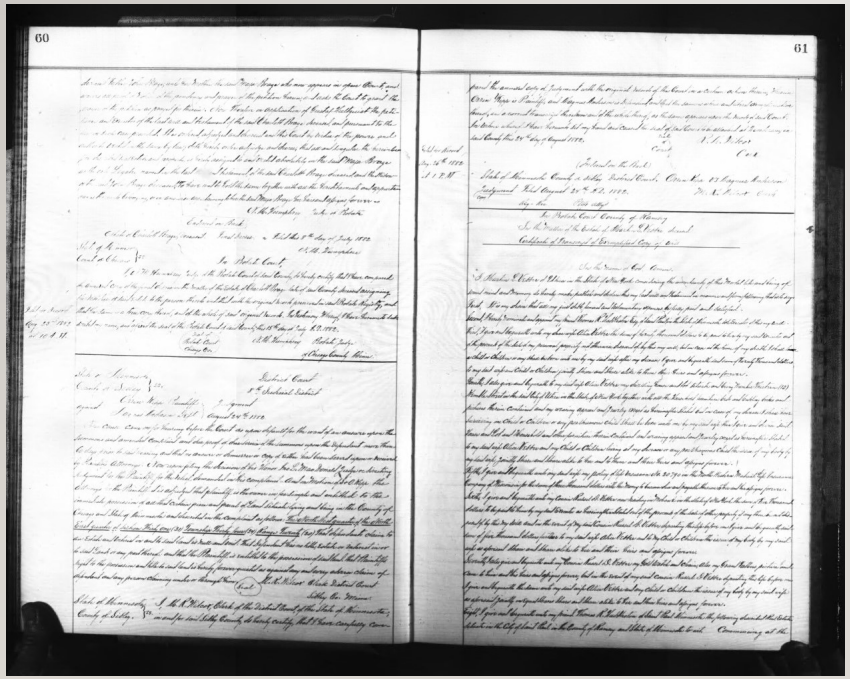
US IMAGING/TRIMIN
PRESERVE CHISAGO RECORDS- OPTIONS 1 OR 2

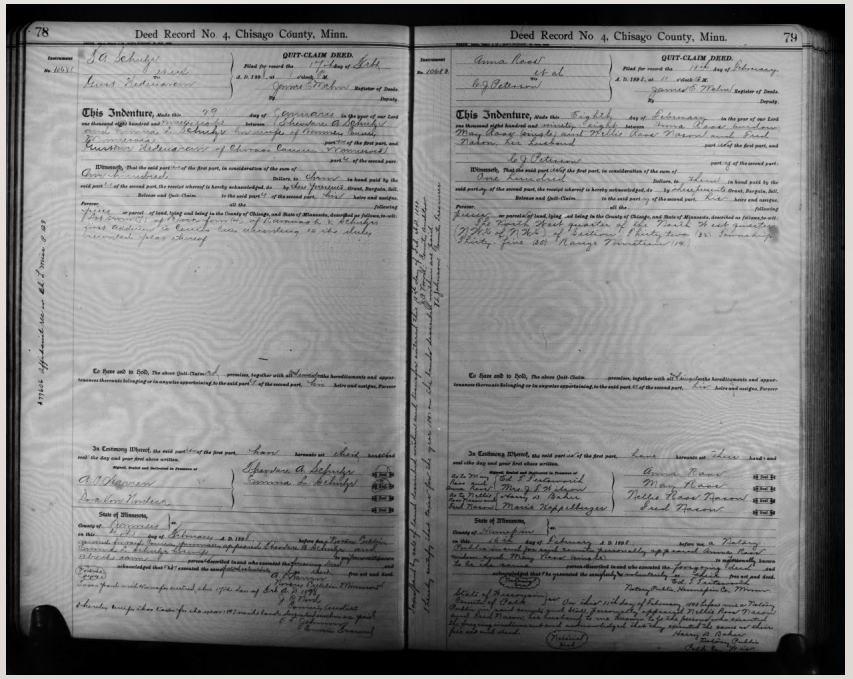
• Phase 1- Crop and Partial Index Documents (1974-1988)	$57,673.11
• Phase 2- Scan Documents from Micro-film Off-Site (1962-1974)	$31,956.30
• Phase 3- Partial Index Documents (1962-1974)	$22,142.60
• Phase 4- Process and Partial Index Pre-1962 Documents	$88,910.94
Total	$200,682.95

• Phase 1- Crop and Full Index Documents (1974-1988)	$80,651.66
• Phase 2- Scan Documents from Micro-film Off-Site (1962-1974)	$31,956.30
• Phase 3- Full Index Documents (1962-1974)	$32,657.00
• Phase 4- Process and Partial Index Pre-1962 Documents	$128,003.09
Total	$273,268.05

This proposal is designed so that we can choose any or all of the phases and either partial or full indexing.

EXAMPLES OF IMAGES THAT WE CURRENTLY HAVE



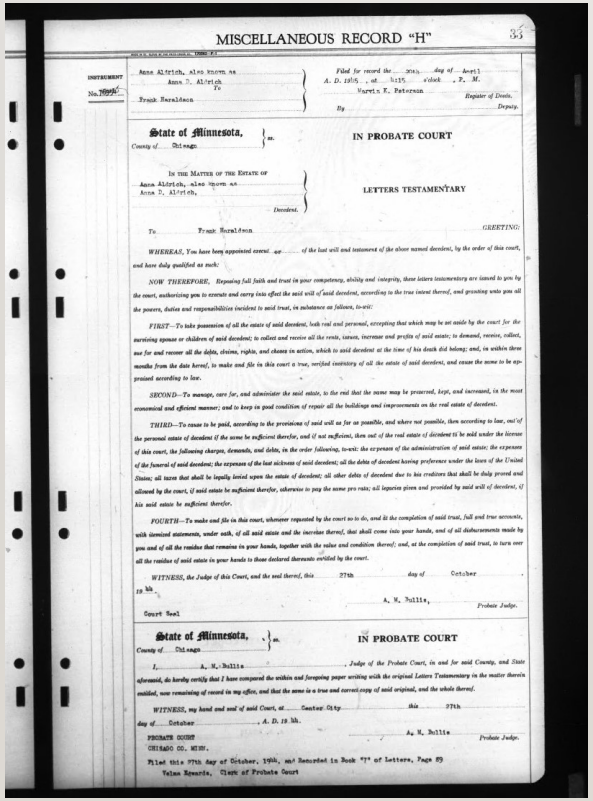


Both US Imaging (Trimin) and ARCA Search will use previously digitized images when practical. However, some of the images are of very poor quality.

EXAMPLES OF IMAGES THAT WE CURRENTLY HAVE

"These images are quite poor in image quality and consistency. We could put a filter on them in an effort to clear them up a bit. OCR will have a very difficult time with most of it, but it will get some of the text. Attached are some random snippets. On a scale of 1-10, I'd give it a 2."

- Stan from ArcaSearch


MISCELLANEOUS RECORD "H"

State of Minnesota, } ss. IN PROBATE COURT
County of Chicago

IN THE MATTER OF THE ESTATE OF
Anna Aldrich, also known as
Anna T. Aldrich,
Deceased.

LETTERS TESTAMENTARY

To Frank Heraldson (GREETING:

WHEREAS, You have been appointed executor of the last will and testament of the above named decedent, by the order of this court, and have duly qualified as such:

NOW THEREFORE, Reposing full faith and trust in your competency, ability and integrity, these letters testamentary are issued to you by the court, authorizing you to execute and carry into effect the said will of said decedent, according to the true intent thereof, and granting unto you all the powers, duties and responsibilities incident to said trust, in substance as follows, to-wit:

FIRST—To take possession of all the estate of said decedent, both real and personal, excepting that which may be set aside by the court for the surviving spouse or children of said decedent; to collect and receive all the rents, issues, increase and profits of said estate; to demand, receive, collect, sue for and recover all the debts, claims, rights, and choses in action, which to said decedent at the time of his death did belong; and, in within three months from the date hereof, to make and file in this court a true, verified inventory of all the estate of said decedent, and cause the same to be appraised according to law.

SECOND—To manage, care for, and administer the said estate, to the end that the same may be preserved, kept, and increased, in the most economical and efficient manner; and to keep in good condition of repair all the buildings and improvements on the real estate of decedent.

THIRD—To cause to be paid, according to the provisions of said will as far as possible, and where not possible, then according to law, out of the personal estate of decedent if the same be sufficient therefor, and if not sufficient, then out of the real estate of decedent to be sold under the license of this court, the following charges, demands, and debts, in the order following, to-wit: the expenses of the administration of said estate; the expenses of the funeral of said decedent; the expenses of the last sickness of said decedent; all the debts of decedent having preference under the laws of the United States; all taxes that shall be legally levied upon the estate of decedent; all other debts of decedent due to his creditors that shall be duly proved and allowed by the court, if said estate be sufficient therefor, otherwise to pay the same pro rata; all legacies given and provided by said will of decedent, if his said estate be sufficient therefor.

FOURTH—To make and file in this court, whenever requested by the court so to do, and at the completion of said trust, full and true accounts, with itemized statements, under oath, of all said estate and the increase thereof, that shall come into your hands, and of all disbursements made by you and of all the residue that remains in your hands, together with the value and condition thereof; and, at the completion of said trust, to turn over all the residue of said estate in your hands to those declared thereunto entitled by the court.

WITNESS, the Judge of this Court, and the seal thereof, this 27th day of October 19 16.

A. M. Bullis, Probate Judge.

Court Seal

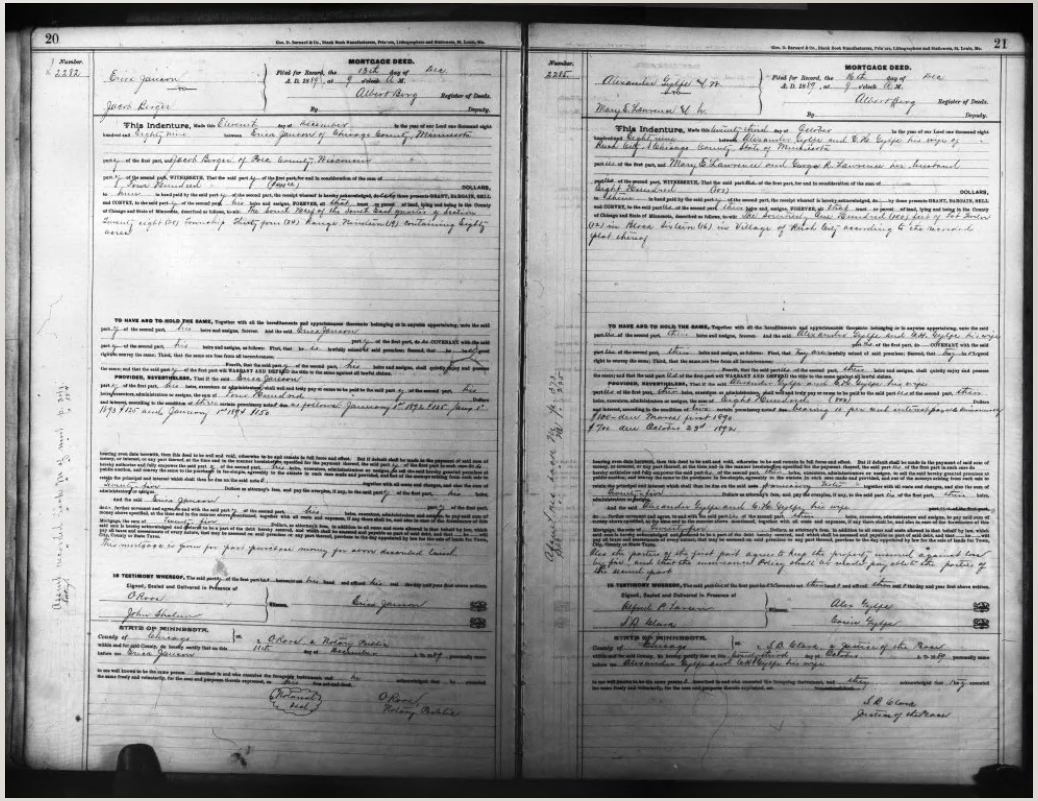
State of Minnesota, } ss. IN PROBATE COURT
County of Chicago

I, A. M. Bullis, Judge of the Probate Court, in and for said County, and State aforesaid, do hereby certify that I have compared the within and foregoing paper writing with the original Letters Testamentary in the matter therein entitled, now remaining of record in my office, and that the same is a true and correct copy of said original, and the whole thereof.

WITNESS, my hand and seal of said Court, at Center City this 27th day of October, A. D. 19 16.

A. M. Bullis, Probate Judge.

PROBATE COURT
CHICAGO CO. MINN.
Filed this 27th day of October, 1916, and Recorded in Book "I" of Letters, Page 89
Velma Rivards, Clerk of Probate Court


20

MORTGAGE DEED.

Number 2232

Erick Jacobson — Albert Berg

Filed for Record, the 13th day of A. D. 1897, at 9 o'clock A. M.

Albert Berg Register of Deeds.

Jacob Berger

This Indenture, Made this [illegible] day of December in the year of our Lord one thousand eight hundred and Ninety Seven between Erick Jacobson of Chicago County, Minnesota party of the first part, and Jacob Berger of Polk County, Wisconsin party of the second part, WITNESSETH, That the said part y of the first part for and in consideration of the sum of One Hundred ($100.00) Dollars, to Him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY, to the said part y of the second part Her heirs and assigns, FOREVER, all that [illegible] tract or parcel of land, lying and being in the County of Chicago and State of Minnesota, described as follows, to-wit: The South Sixty of the North East quarter of Section Twenty eight (28) Township Forty four (44) Range Twenty seven (27) containing Eighty acres [illegible]

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said part y of the second part Her heirs and assigns, forever. And the said Erick Jacobson for Himself and his heirs, executors, administrators or assigns, do and each and every of them doth covenant, grant and agree to and with the said part y of the second part Her heirs and assigns, as follows: First, that he the lawfully seized of said premises; Second, that he has good right to convey the same; Third, that the same are free from all incumbrances.

Fourth, that the said part y of the second part Her heirs and assigns, shall quietly enjoy and possess the same; and that the said part y of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

PROVIDED, NEVERTHELESS, That if the said Erick Jacobson his executors or administrators, shall well and truly pay or cause to be paid to the said part y of the second part Her heirs, executors, administrators or assigns, the sum of Four Hundred and no/100 Dollars on the following described payments according to the condition of One certain promissory note of even date herewith for the deferred payments Three Hundred ($300.00) and no/100 Dollars on January 1st 1899 and Three Hundred ($300.00) and no/100 Dollars on January 1st 1900 with interest at the rate of Six per cent per annum payable annually on January 1st 1899 and January 1st 1900 then this deed to be void and null, otherwise to be and remain in full force and effect. But if default shall be made in the payment of said sum of money or interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part y of the first part is not to be hereby authorized and fully empowered the said part y of the second part, Her heirs, executors, administrators or assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in the usual form, according to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said note, together with all costs and charges, and also the sum of Ten Dollars as attorney's fee, and pay the overplus, if any, to the said part y of the first part, Her heirs, administrators or assigns.

And the said Erick Jacobson for Himself and his heirs, executors, administrators and assigns, do and each and every of them doth further covenant and agree to and with the said part y of the second part Her heirs, executors, administrators and assigns, by and with these presents, that in case default shall be made in the payment of any of the money above specified, at the time and in the manner above mentioned, together with all costs and expenses, if any there shall be, and also in case of the foreclosure of this Mortgage, thereby or Twenty five Dollars, as attorney's fee, in addition to all costs and costs allowed by law, which shall be allowed and payable as part of said debt, and that [illegible] will pay all taxes and assessments of every nature that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for Town, City, County or State Taxes.

This mortgage is given for part purchase money for seven thousand dollars.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set Her hand and affixed Her seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
O Rood
John Anderson

Erick Jacobson

STATE OF MINNESOTA,
County of Chicago } ss.

I, O Rood a Notary Public within and for said County, do hereby certify that on this 13th day of December A. D. 1897 personally came before me Erick Jacobson to me well known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein expressed, as his free act and deed.

O Rood
Notary Public

21

MORTGAGE DEED.

Number 2235

Alexander Gyllyard & M.

Filed for Record, the 26th day of Dec A. D. 1897, at 9 o'clock A. M.

Albert Berg Register of Deeds.

Mary E Lawrence and Geo R Lawrence her husband

This Indenture, Made this twenty third day of October in the year of our Lord one thousand eight hundred and Ninety Seven between Alexander Gyllyard and M. E. Gyllyard his wife of Rush Lake Chicago County, State of Minnesota party of the first part, and Mary E Lawrence and George R Lawrence her husband party of the second part, WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of One Hundred ($100.00) Dollars, to Them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY, to the said part ies of the second part Their heirs and assigns, FOREVER, all that [illegible] tract or parcel of land, lying and being in the County of Chicago and State of Minnesota, described as follows, to-wit: The South Sixty of the North East quarter of Section Twenty eight (28) Township Forty four (44) Range Twenty seven (27) containing Eighty acres more or less according to the Government plat thereof

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said part ies of the second part Their heirs and assigns, forever. And the said Alexander Gyllyard and M. E. Gyllyard his wife for themselves, their heirs, executors, administrators and assigns, do and each and every of them doth covenant, grant and agree to and with the said part ies of the second part Their heirs and assigns, as follows: First, that they the said part ies of the first part, the said premises in manner aforesaid, and have good right to convey the same; Third, that the same are free from all incumbrances.

Fourth, that the said part ies of the second part, Their heirs and assigns, shall quietly enjoy and possess the same; and that the said part ies of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

PROVIDED, NEVERTHELESS, That if the said Alexander Gyllyard and M. E. Gyllyard his wife

part ies of the first part, Their heirs, executors or administrators, shall well and truly pay or cause to be paid to the said part ies of the second part, Their heirs, executors, administrators or assigns, the sum of Four Hundred and no/100 Dollars on the following described payments according to the condition of One certain promissory note of even date herewith for the deferred payments Three Hundred ($300.00) and no/100 Dollars on December 23rd 1898 and Three Hundred ($300.00) and no/100 Dollars on December 23rd 1899 with interest at the rate of Seven per cent per annum payable annually on December 23rd 1898 and December 23rd 1899 then this deed to be void and null, otherwise to be and remain in full force and effect. But if default shall be made in the payment of said sum of money for interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part ies of the first part do each do hereby authorize and fully empower the said part ies of the second part, Their heirs, executors, administrators or assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in the usual form, according to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said note, together with all costs and charges, and also the sum of Ten Dollars as attorney's fee, and pay the overplus, if any, to the said part ies of the first part, Their heirs, executors, administrators or assigns.

And the said Alexander Gyllyard & M. E. Gyllyard his wife

part ies of the first part, Their heirs, executors, administrators and assigns, do and each and every of them doth further covenant and agree to and with the said part ies of the second part, Their heirs, executors, administrators and assigns, by and with these presents, that in case default shall be made in the payment of any of the money above specified, at the time and in the manner above mentioned, together with all costs and expenses, if any there shall be, and also in case of the foreclosure of this Mortgage, thereby or Twenty five Dollars, as attorney's fee, in addition to all costs and costs allowed by law, which shall be allowed and payable as part of said debt, and that they will pay all taxes and assessments of every nature that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for Town, City, County or State Taxes.

Also the parties of the first part agree to keep the property insured against loss by fire, and that the insurance Policy shall be made payable to the parties of the second part.

IN TESTIMONY WHEREOF, The said parties of the first part ies of the second part ies hereunto set their hand and affixed their seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
Alfred P Lawrence
J. D. Wood

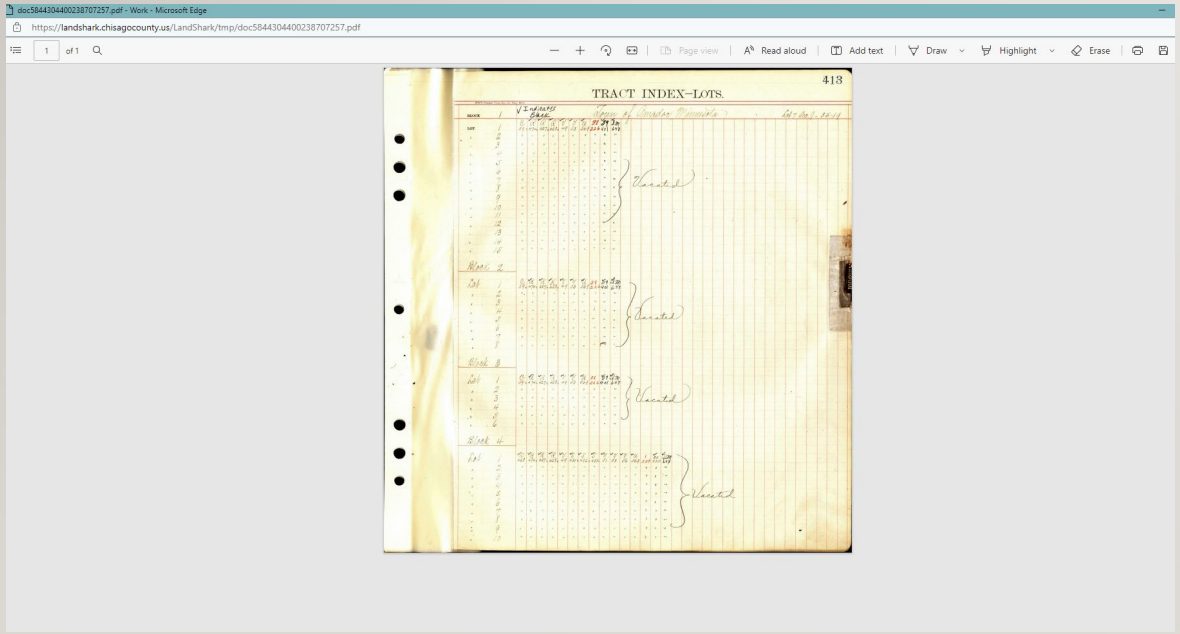
Alex Gyllyard
Marion Gyllyard

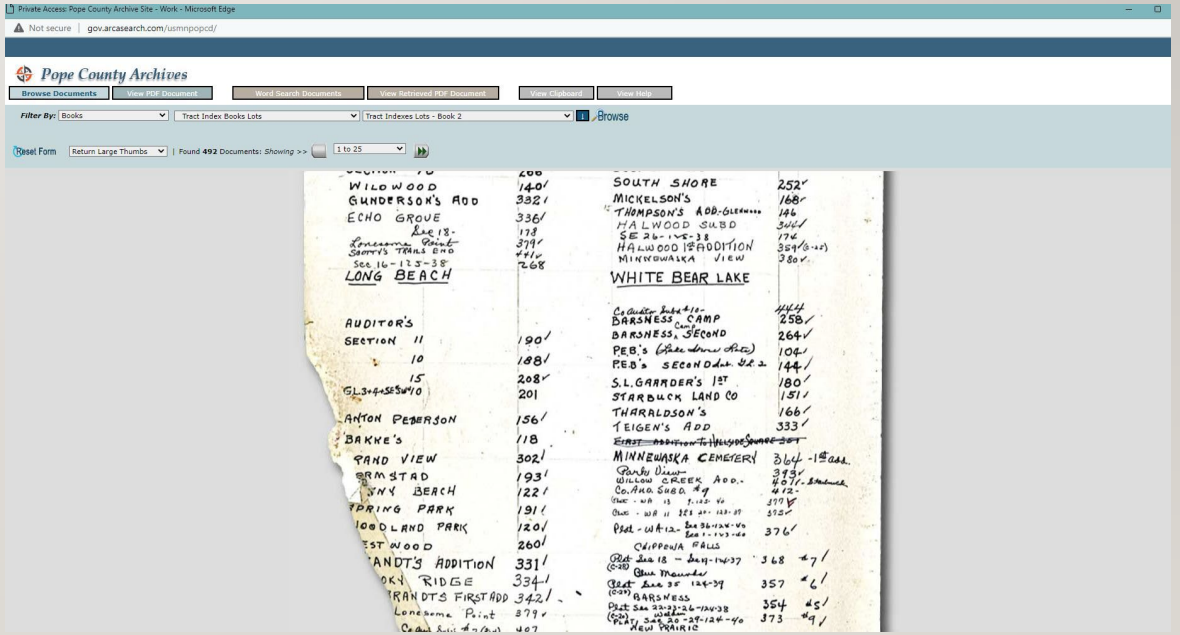
STATE OF MINNESOTA,
County of Chicago } ss.

I, J. D. Wood a Notary Public within and for said County, do hereby certify that on this 26th day of December A. D. 1897 personally came before me Alexander Gyllyard and Marion Gyllyard his wife to me well known to be the same persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same freely and voluntarily, for the uses and purposes therein expressed, as their free act and deed.

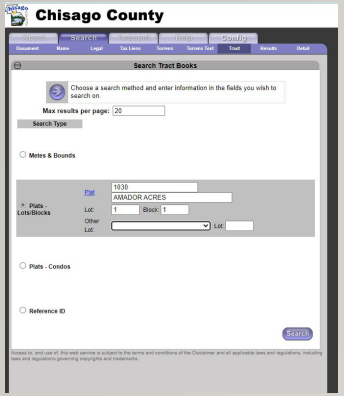
J. D. Wood
Notary Public

COMPARISON OF THE CURRENT TRACT IMAGES IN LANDSHARK VS ARCASEARCH





HOW TO VIEW A TRACT BOOK PAGE IN LANDSHARK VS ARCASEARCH



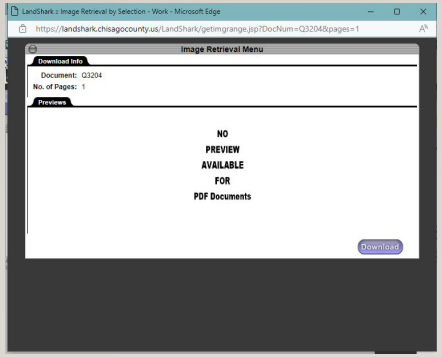
Enter the search criteria here. You must enter Lot/Block



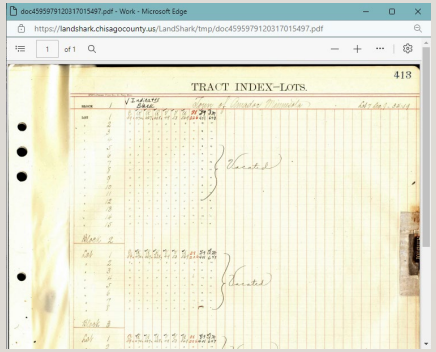
Get results here. You will select the one you want if it shows up.



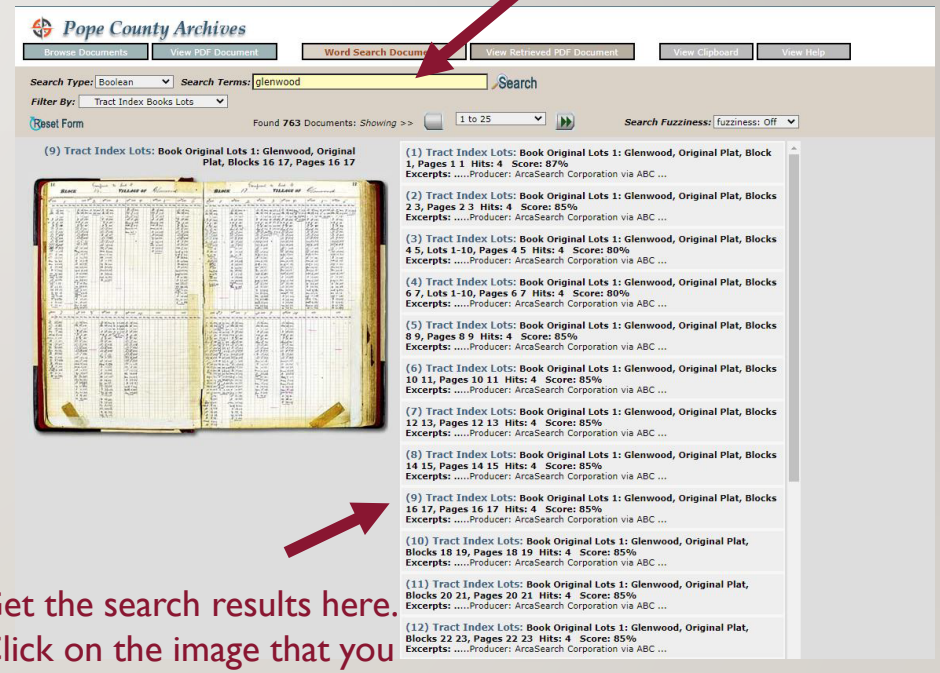
If there is an image available, you need to click on image to view it.



You need to confirm that you want to view the image, because you will be charged to view it. You will get an image like the one on the right. It may or may not be the right one, because some are incorrectly indexed.



Enter the search criteria here



Get the search results here. Click on the image that you would like to look at.

Because you pay a daily/monthly/yearly access fee, you can view as many images as you need to find the one that you are looking for.

Chisago County Recorder
Recommendations for Document Preservation

		Lower Proposal	Higher Proposal
2023	Scan & Index Microfiche from 1962-1974 (Trimin) Phases 1-3 (both), Partial (Lower) or Full (Higher) Indexing	111,772.01	145,264.96
	Scan all Tract Books (ARCA Search) Option 1(both)	37,253.00	37,253.00
	Create eCommerce site to search Tract Books (ARCA Search) (both)	2,495.00	2,495.00
	Total 2023	$111,772.01	$185,012.96
2024	Scan Document Books from 1852-1962 (ARCA Search) Options 2 (Lower) or 3 (Higher)	$86,993.00	$150,781.00
	Total 2023 and 2024	$198,765.01	$335,793.96

Both proposals from US Imaging/Trimin include Phase 4. My recommendation would be to NOT do Phase 4, and instead use ARCA Search for documents prior to 1962.

Total Proposed Cost taking lower proposal in 2023 and higher proposal in 2024 $262, 553.01

JUSTIFICATIONS FOR PROPOSAL

- Book and microfiche quality is continually diminishing. Some of our digital copies were poorly done. Microfiche readers are becoming obsolete.
- Researchers are not able to do a full 40 year search online without having to request some documents from our office.
- Continued Revenue- The more information we put out for researchers, the less likely they are going to seek legislation requiring information be made available online at no charge. If nothing else, it helps us recoup costs now if the time comes.
- We have more than enough funds in the Technology and Compliance Fund accounts to pay for these projects.

Thank you!

Chisago County Request for Board Action

Meeting Date: September 20, 2023	***Item Number:*** **19**
Title of Item for Consideration: Application to Conduct Off-Site Gambling – Shafer Firemen's Volunteer Benefit Assoc.	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the Shafer Firemen's Volunteer Benefit Assoc. to conduct bingo on October 7, 2023 at the Shafer Township Hall in Taylors Falls, MN. The Shafer Firemen's Volunteer Benefit Assoc. is a non-profit organization.

Attachments:

- Application to Conduct Off-Site Gambling – Shafer Firemen's Volunteer Benefit Assoc. (*available with the Clerk of the Board)*
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Shafer Firemen's Volunteer Benefit Assoc. to conduct bingo on October 7, 2023 at the Shafer Township Hall in Taylors Falls, MN. The recommended motion is as follows:

"Move to approve the Shafer Firemen's Volunteer Benefit Assoc. application to conduct bingo on October 7, 2023 at the Shafer Township Hall in Taylors Falls, MN."

Implications of Action: Approving tonight's action would allow the Shafer Firemen's Volunteer Benefit Assoc.to raise money for its non-profit organization and its activities.

Budget/Financial Implications*:* None – Approving the permit has any budget/financial implications on Chisago County.

Legal/Policy Implications*:* The proposed activities appear to be 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 _____

Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT OFF-SITE GAMBLING PERMIT FOR THE SHAFER FIREMEN'S VOLUNTEER BENEFIT ASSOCIATION

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 Off-Site Gambling – Shafer Firemen's Volunteer Benefit Association to conduct bingo on October 7, 2023, at the Shafer Township Hall in Taylors Falls, MN, located at 18259 St. Croix Trail, Taylors Falls, MN 55084.

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

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

Approved: September 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Larkin Hoffman – 9/13/2023
Federal Legislative Update

CORRESPONDENCE

Let's review where things currently stand in funding the government of the most powerful nation on earth.

With 16 days until a government shutdown, the House has passed just one of 12 FY2024 spending bills. Speaker **Kevin McCarthy** began August recess two months ago by pulling the plug on the Agriculture spending bill. And after the House returned to Washington this week, McCarthy and GOP leaders were forced to pull the plug on the Pentagon's spending bill.

McCarthy can't pass a short-term stopgap funding bill because the right wing of the GOP conference says they'll boot him if he does so. And McCarthy can't pass an omnibus spending package because he promised not to.

To give a sense of the skewed reality that House Republicans are living in, Rep. **Chip Roy** (R-Texas) has begun to socialize a new plan with the powerbrokers in the House Freedom Caucus. This tentative package would include the Homeland Security and Defense spending bill, alongside H.R. 2, a border security bill that has already drawn a veto threat from the White House. The plan, according to sources familiar with it, would also make DHS funding contingent on certain benchmarks for blocking the flow of migrants at the U.S.-Mexico border.

Of course, none of this would stand a chance of passing the Senate, even if it can get through the House.

At the same time, lines of communication have opened between the HFC and the Republican Main Street Coalition, a group of moderates, to see if there's a path forward for the House GOP. Leadership is not behind this union and isn't terribly optimistic that it will lead to anything.

House Majority Whip Tom Emmer and Rep. **Guy Reschenthaler** (R-Pa.), the chief deputy whip, are expected to act as the front line for whatever this group produces. Oftentimes, that's more useful than McCarthy getting involved in such talks.

The big challenge here for McCarthy is that he's dealing with lawmakers who don't much care about a government shutdown and are in no rush to find a solution to the looming funding crisis.

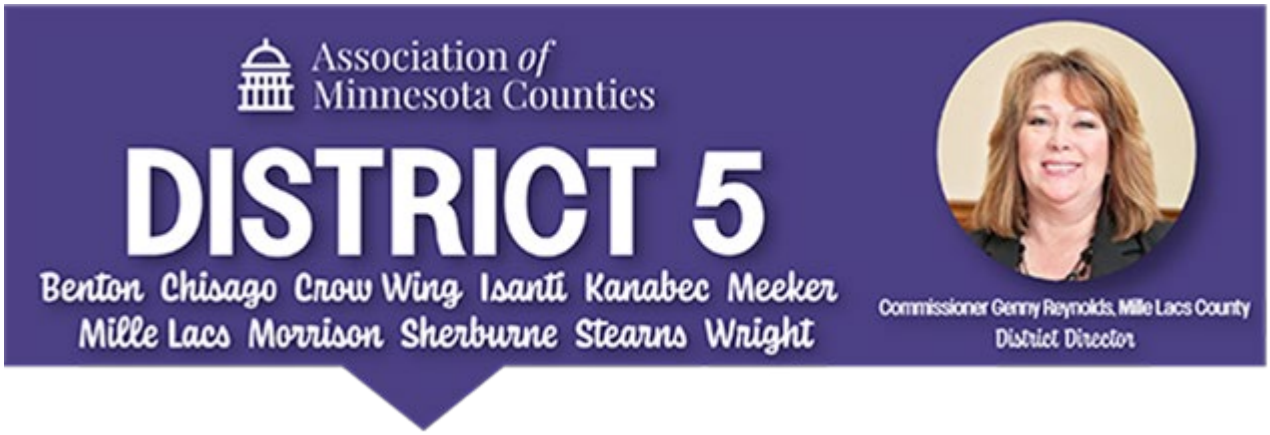
Furthermore, McCarthy's GOP critics are blocking his path forward while saying it's the speaker's fault that nothing is getting done.

Of course, a shutdown is looming in just over two weeks. And there is a distinct lack of urgency among the right-wingers to avert this outcome.

President Joe Biden, for his part, will head to Maryland today to bash Republicans on "MAGAnomics versus Bidenomics," according to the White House.

And in remarks at a campaign on Wednesday night, Biden suggested that House Republicans are pushing an impeachment inquiry against him as a way to provoke a government shutdown, tying the two issues together.

"Well, I tell you what, I don't know quite why, but they just knew they wanted to impeach me," Biden said at the Virginia event. "And now, the best I can tell, they want to impeach me because they want to shut down the government."



September 14, 2023

Hello, District 5 Members:

The purpose of this email is to share highlights and follow up items from the September board meeting with you.

September AMC Board Meeting Summary
The AMC Board of Directors met on Wednesday, September 13, 2023, and discussed the following:

1. **Cyber Security Task Force:** The Board approved the final product of the Cyber Security Task Force, a County Cyber Security 101 Toolkit. This toolkit will be rolled out at Fall District Meetings and highlighted during October, which is National Cyber Security Awareness Month. AMC staff, Matt Cook and Nathan Zacharias can answer questions about this document.
2. **AMC Bylaws/Governance Committee:** The Board reviewed the work of the Governance Committee. The committee reviewed the AMC Bylaws and is recommending a number of technical updates. Changes of substance include:
    1. Clarifying that all board members may only serve in one board role at a time (meaning a district director can't be a committee chair, etc.).
    2. Adding the descriptions, method of appointment, and terms of the Member Services Committee chairs.
    3. Adding the WIR Board members to the Board.
    4. Describing the method of filling vacancies in the Executive Committee.

    Staff will review the Bylaws changes during district meetings and the AMC Board will vote on the changes at the December Board meeting.

    In addition to the Bylaws updates, the committee recommended a new formal policy for updating the Bylaws, which was adopted by the Board, and updates to the AMC Reimbursement Policy to make pandemic reimbursement processes permanent, which were also approved by the Board.

3. **The AMC Finance Committee** will meet September 15 to develop a draft 2024 budget, which they will bring to the Board in October for approval.
4. **Premier Business Partner Presentations:** AMC's Premier Business Partners listed below provided an update to the board about their businesses and they will take part in the conference.

    - **Cashe Software:** Samantha Frederick, Product Manager
    - **Blue Cross Blue Shield:** Shelagh Kalland, Senior Director, Public Programs BCBSMN/Blue Plus
    - **DDA Human Resources:** Pat Melvin, Management Consultant

- **H2Overviewers:** Bryan Murphy, President/Founder
- **ISG:** Tanya Pierce, Business Unit Leader
- **National Association of Counties:** Kyle Cline, National Director of Financial Partnerships
- **Sourcewell:** Kate Thorson, Client Solutions Advisor
- **UCare:** Annie Halland, County, Tribal and Public Health Manager
- **MN Association of County Health Plans (MACHP):** Steve Gottwalt, Executive Director

5. **AMC Staff Updates:**

- Bob Libal is a new affiliate project manager and will be working directly with the Minnesota Association of Workforce Boards, the Solid Waste Administrators Association, the Minnesota Association of Planning and Zoning Administrators, the Minnesota Association of Professional County Economic Developers, and the Minnesota City/County Facilities Management Association.

  Bob Libal grew up on the north shore of Minnesota and found his love for local government from watching his mother as a county leader. Growing up in Two Harbors, he is a fan of being outdoors, spending time around water, and finds ways to be happy with the snow. Bob earned his MPH in Public Health Administration and Policy from the University of Minnesota School of Public Health and a BBA in Health Care Management from the University of Minnesota Duluth. While in graduate school, he worked for the Rural Health Research Center, the Public Health Law Center at Mitchell Hamline, and served as a CDC Public Health Law Fellow through the Public Health Law Center prior to becoming a policy analyst for the center.

- Mary Lyon, our public health Americorps member has signed on to work with AMC for another year! Mary will continue to assist AMC with research related to a number of topics, including opioid program implementation and cannabis.

Upcoming Board Meetings, Conferences and Events:

1. **AMC Annual Conference:** Registration for the AMC Annual Conference opened on September 5, 2023. Members can review the preliminary schedule, register online, and find hotel information here: https://www.mncounties.org/meetings_and_education/amc_annual_conference/index.php.
2. **AMC Annual Awards:** It's time to recognize outstanding commissioners, staff, and programs! Please submit applications by October 22 for the annual AMC awards, which are presented at the AMC Annual Conference in December. https://www.mncounties.org/meetings_and_education/amc_annual_conference/awards.php
3. **The next AMC Board of Directors meeting** is scheduled October 13th, from 10:00am – 2:30pm at the AMC building in St Paul.

Thank you and enjoy your week.

Sincerely,

Genny Reynolds

Mille Lacs County Commissioner

AMC District 5 Director

MINNESOTA INTER-COUNTY ASSOCIATION

MEMORANDUM

Sent Via Email

September 6, 2023

TO: MICA Board of Directors

FROM: Matt Massman, Executive Director

SUBJECT: 2024 MICA Budget and Dues Recommendations

The 2023 legislative session was a very successful session for MICA, with many longstanding legislative platform positions being favorably acted upon. At the same time, the pace and volume of 2023 legislative work revealed limitations in the organization's capacity to engage on all legislative platform priorities. The proposed CY2024 annual budget and dues reflect a 3% increase, and use of unrestricted fund balance to hire additional contract lobby services for 2024.

PROPOSED 2024 BUDGET (*see accompanying spreadsheet*)

Relative to the 2023 budget, the recommended 2024 budget plans for:

- Modest inflationary adjustments to baseline staffing/ contract lobby costs through the 2024 subject to alignment as needed to meet organizational needs.
- Additional short-term contract lobby services to address gaps in organizational capacity at the legislature and in support of the work of member counties.
- Adjustments to account for rising costs for lease and space rental charges set by contract, essential professional service and insurance costs, and a continuation of the practice of monthly MICA Board meetings alternating between in-person and remote meetings.

Based on current spending patterns, MICA is projected to have an unrestricted fund balance of about $375,000 at the close of CY2023 (net of accrued expense). The proposed budget calls for using $55,000 of fund balance to fund the additional lobby contract for 2024, leaving an unrestricted fund balance of about $320,000 at the end of CY2024, or about 6.5 months of annual expenses.

MEMBERSHIIP DUES (3% Increase**):**

The proposed 2024 dues total $518,569 and reflect a 3% increase over 2023, and an annual average increase of 1.3% since 2016. The allocation formula continues the approach adopted in 2018 (beginning CY2019) whereby:

- Each county pays a minimum dues amount, which would increase to $3400 for CY2024.
- The remaining dues are assessed on a per-capita basis subject to a maximum dues level.
  - The maximum dues amount (cap) is increased 2 percent (*to $90,503*), or such that no single county pays more than about 18% of total association dues.
- Amounts over the cap are allocated on a per capita basis.

Importantly, 2024 dues for individual member counties are based on 2022 population estimates. Variations above/below the 3.0% average increase for 2024 reflect changes in each county's relative share of total MICA county population for 2022 compared to 2021.

Below are county-by-county estimates of proposed 2023 dues as compared to 2022.

COUNTY	2021 POP CENSUS	2022 POP CENSUS	2016	2023 Dues -- Minimum of $3,200 & Maximum of $88,728	2024 Dues -- Minimum of $3,400 & Maximum of $90,503	Change from 2023	% Change from 2023
Benton	41,204	40,164	$10,207	$13,002	$13,006	$4	0.0%
Blue Earth	69,264	71,053	$16,949	$19,609	$20,394	$785	4.0%
Carver	108,891	110,136	$25,096	$28,940	$29,741	$801	2.8%
Chisago	57,291	59,055		$16,790	$17,524	$734	4.4%
Crow Wing	67,887	69,276	$16,368	$19,285	$19,969	$684	3.5%
Dakota	443,692	444,985	$106,289	$88,728	$90,503	$1,775	2.0%
Olmsted	164,196	168,055	$38,796	$41,962	$43,594	$1,632	3.9%
Otter Tail	60,194	60,555	$14,881	$17,473	$17,883	$410	2.3%
Rice	66,964	68,525	$16,835	$19,068	$19,789	$721	3.8%
St. Louis	198,559	200,916	$51,875	$50,053	$51,453	$1,400	2.8%
Scott	153,199	154,395	$35,832	$39,373	$40,327	$954	2.4%
Sherburne	98,924	102,275	$23,562	$26,593	$27,861	$1,268	4.8%
Stearns	159,301	162,016	$39,603	$40,810	$42,149	$1,339	3.3%
Washington	270,805	274,589	$64,343	$67,065	$69,074	$2,009	3.0%
Winona	49,017	49,764	$13,201	$14,842	$15,302	$460	3.1%
TOTAL	2,009,388	2,035,759	$473,837	$503,593	$518,569	$14,976	3.0%

‘Affiliate Dues’ for 2024

The dues charged to certain non-MICA counties who request to participate in MICA facilitated staff committees are proposed to increase by an average of six percent. Below is an estimate of dues based on current affiliate participation:

County	2023	2024 Proposed	Committee
Freeborn	$1,200.00	$1,300.00	Fiscal Officers
Hennepin	$2,400.00	$2,500.00	Fiscal Officers
Ramsey	$1,200.00	$1,300.00	Risk Managers
Ramsey	$2,400.00	$2,500.00	Fiscal Officers
Ramsey	$1,600.00	$1,700.00	Human Resources
Wright	$1,200.00	$1,300.00	Human Services
	$10,000.00	**$10,600.00**	

If you have questions, please contact me on my cell phone at 763-459-1681.



Matt Massman
Executive Director

Minnesota Inter-County Association

2024 Proposed Budget

Status: As Proposed for Approval to MICA Board of Directors (September 2023)

			2023 Budget	2024 Proposed Budget	Increase Over 2023 Budget	% Increase Over 2023 Budget
Resources						
1	4010	Dues	503,687	518,569	14,882	3.0%
2	4030	Interest Income	7,150	7,500	350	4.9%
3		Non-Member Assessments	12,400	10,600	(1,800)	-14.5%
4		Total Resources	**523,237**	**536,669**	**13,432**	**2.6%**
Operating Expense						
5	6800	Salaries[2]	248,000	254,000	6,000	2.4%
6	6200	Employer Paid FICA, PERA, Deferred Comp & Insurance	66,000	72,000	6,000	9.1%
7	6410	Employee Expenses	2,000	2,000	0	0.0%
8	6840	Staff Development	1,000	1,000	0	0.0%
9	6100	Contractual Services[2]	154,500	158,400	3,900	2.5%
9.5		Analytic/Session-only Contracts	15,000	45,000	30,000	200.0%
10	6700	Rent	25,000	25,500	500	2.0%
11	6920	Communications	5,500	5,500	0	0.0%
12	6660	Printing and Reproduction	250	250	0	0.0%
13	6610	Postage	200	200	0	0.0%
14	6160	Dues and Subscriptions	1,500	1,500	0	0.0%
15	6080	Conferences	2,000	2,000	0	0.0%
16	6500	Office Expenses	7,000	7,000	0	0.0%
17	6010	Accounting	750	1,045	295	39.3%
18	6015	Audit	4,500	4,800	300	6.7%
19	6012	Advertising/Public Relations	2,000	2,000	0	0.0%
20	6400	Legal	0	0	0	
21	6150	Depreciation	0	0	0	
22	6310	Insurance & Bonding	2,500	2,500	0	0.0%
23	6070	Board Meetings	4,000	4,000	0	0.0%
24	6075	Committee Meetings	500	500	0	0.0%
25	6450	Miscellaneous	0	0	0	
26	6090	Contingency	4,000	4,000	0	0.0%
27		Total Operating Expense	**546,200**	**593,195**	**46,995**	**8.6%**
Annual Surplus/ (Deficit)			**(22,963)**	**(56,526)**	**(33,563)**	
		Use of Unrestricted Fund Balance		55,000		
		Balance after Use of Reserves		**(1,526)**		

Destination Summary for Chisago County, Minnesota

Main Dates: 1/1/23 - 6/30/23

Compare Dates: 1/1/22 - 6/30/22

Visitor Volume Estimates

for Jan 1, 2023 - Jun 30, 2023

% ↑ / ↓ vs 1/01/22 - 6/30/22

Total Trips

71,641,538 Trips

↓ 13.3 %

Visitor Days

131,752,972 Days

↓ 5.6%

Average Length of Stay

1.8 Days

↑ 0.2 Days

Annual Volume by Visitor Days*

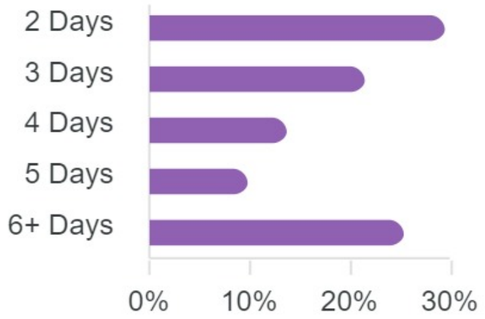
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	-	19.0M	23.2M	18.3M	23.5M	26.7M	32.6M	32.6M	25.9M	23.2M	22.8M	22.9M
2019	20.8M	18.3M	23.7M	21.0M	25.9M	28.3M	33.8M	34.0M	30.9M	24.6M	23.5M	27.5M
2020	23.0M	22.7M	17.9M	12.9M	19.3M	23.2M	28.8M	28.1M	21.7M	19.6M	17.6M	18.7M
2021	17.3M	15.5M	18.0M	19.0M	22.5M	26.1M	40.1M	32.2M	25.3M	24.5M	24.5M	25.0M
2022	23.4M	17.2M	21.4M	20.6M	26.8M	31.2M	37.2M	35.2M	29.3M	26.1M	22.0M	24.1M
2023	19.9M	16.7M	20.1M	20.9M	24.4M	26.7M	34.3M	-	-	-	-	-

* only months with full data are displayed

Overnight Visitation % Share*

for Jan 1, 2023 - Jun 30, 2023

% ↑ / ↓ vs 1/01/22 - 6/30/22



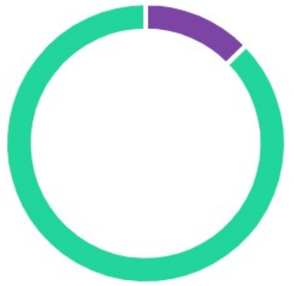
29.5 %	↑ 0.4%
21.5 %	↑ 1.4 %
13.7 %	↑ 0.6%
9.8%	↓ 1.2 %
25.4 %	↓ 1.2 %

Percent of Visitors * 1 day visitors are removed

Locals vs. Visitors % Share

for Jan 1, 2023 - Jun 30, 2023

% ↑ / ↓ vs 1/01/22 - 6/30/22



Visitors **12.7 %**

↓ 0.7%

Locals **87.3 %**

↑ 0.7%

Locals: 0 - 50 Miles | Visitors: 50 - 4153 Miles

Distance filter is not applied to this chart

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These estimates are generated from a statistical model which has been trained using historical behavior. The specific results are based on an observed sample of devices that met the specified filter settings.

DATAFY

Destination Summary for Chisago County, Minnesota

Top Geolocation Markets

for 1/01/23 - 6/30/23 %↑/↓1/01/22 - 6/30/22

DMA	% Trip Share	Total Trips	% Trip Change
Minneapolis-	39.2 %	27,597,940	↓ 15.8 %
Duluth-Supe	12 %	8,454,694	↓ 29.9 %
Fargo-Valley	6.5 %	4,615,245	↓ 23 %
Rochestr-Ma	3.3 %	2,360,230	↓ 22.8 %
Sioux Falls-M	2.8 %	1,991,010	↓ 12.8 %
La Crosse-Ea	2.6 %	1,828,919	↓ 20.6 %
Chicago	2.2 %	1,528,218	↓ 10.4 %
Mankato	2 %	1,436,866	↓ 19.1 %
Des Moines-A	1.6 %	1,132,307	↓ 26.4 %
Cedar Rapids	1.2 %	863,429	↓ 23.3 %

Top Spending by Destination

for 1/01/23 - 6/30/23 %↑/↓1/01/22 - 6/30/22

DMA	% Spend Share	% Share Spend Change
Minneapolis-St. P	23.5 %	– 0%
Duluth-Superior	5.6 %	↑ 0.3%
Fargo-Valley City	5.5 %	↑ 0.1 %
Sioux Falls-Mitch	3.5 %	↑ 0.3%
Rochestr-Mason	3.5 %	↑ 0.2%
La Crosse-Eau Cla	3.1 %	↑ 0.1 %
Chicago	2.9 %	↑ 0.1 %
Mankato	2.9 %	– 0%
Des Moines-Ames	2.2 %	↑ 0.2%
New York	1.9 %	↑ 0.1 %

Top Clusters

for 1/01/23 - 6/30/23 %↑/↓1/01/22 - 6/30/22

Cluster	% Trip Share	% Trip Change
County	99.9 %	– 0%
Eat & Drink	6.4 %	↑ 1%
Amusements	3%	↑ 0.3%
Casinos	2.6 %	↑ 0.3%
Event Venues	2.5 %	↑ 0.1 %
County & Region	2.4 %	↓ 0.1 %
State Parks	0.8%	↑ 0.2%
Galleries Museun	0.7 %	– 0%
Golf Courses	0.6%	↑ 0.1 %
Aquariums Natur	0.5%	↑ 0.1 %

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DATAFY

Destination Summary for Chisago County, Minnesota

In-State | Out-of-State | Distance: 50 mi - 4,153 mi | Regions: All Included | Counties: All Included | Clusters: All Included | POIs: All Included

Main Dates: 1/1/23 - 6/30/23 | Compare Dates: 1/1/22 - 6/30/22 | Locals: 0 - 50 miles | Spend Locations: All Included

Notes

Areas geofenced capture a sample size of devices and are statistically modeled to estimate visitor volumes. Datafy Models use multiple sources of data to produce a composite estimate. The Datafy dashboard is active and dynamic. Additional action items may be identified during the review of this report. If appropriate and requested, a revised report will be generated to reflect historical updates.

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DATAFY

Destination Summary for Chisago County, Minnesota

Key Definitions

Geolocation Market - Estimates of visitors based on unique device counts within the filter parameters set by the user.

Locals - Locals are typically measured within a radius of 0 miles - 50 miles or a custom maximum distance point set by the user. All devices that consistently originate from within the defined radius will be displayed as a local within the data.

Local vs. Visitor Breakdown - This visual compares Local vs. Visitor attendance to any specific location(s) within a destination. While locals are typically measured from 0 - 50 miles and visitors 50+ miles, each local vs visitor visual has a custom slider in which a new local distance can be established. Updating the local distance will also update the visitor distance. For example, if the new local distance was 0 - 40 miles, the new visitor distance would now reflect 40+ miles.

Overnight Visitation Percent Share - An estimate of the number of visitors in the destination for longer than 24 hours, broken up into 2, 3, 4, 5, and 6+ day percentage share. It can be assumed that a visitor in the destination for 2 days spent 1 night, 3 days spent 2 nights, etc.

Percent Change - Percent change is the percentage difference between two values, representing the relative increase or decrease. A positive percent change indicates an increase, while a negative percent change indicates a decrease.

Percent Share - Percent share provides an estimated percentage breakdown to make numbers and metrics easy to digest and compare against each other. It is calculated by finding the total number and dividing each individual part by that total.

Percent Spend Share - Percent Spend Share is a percent share estimate specific to spend. To calculate, the total number of spend is added together. Then each individual spend metric (such as the spend for individual markets) is divided by the total spend value to provide a percentage that can easily be compared against other similar values.

Percent Trip Share - Percent Trip Share is a percent share estimate specific to trips. To calculate, the total number of trips are added together and then each individual trip metric (such as the number of trips for each individual state) is divided by the trip total to provide a percentage that can easily be compared against other similar values.

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These estimates are generated from a statistical model which has been trained using historical behavior. The specific results are based on an observed sample of devices that met the specified filter settings.

DATAFY

Destination Summary for Chisago County, Minnesota

Key Definitions Continued

Trip - The number of distinct trips to a destination by a distinct visitor. For example, if a visitor visits Thursday through Sunday, that would be considered one single trip. If the visitor returns later that month, it would count as a second trip.

Trip Length - The length of stay within a destination by a distinct visitor. For example, if a visitor visits Thursday through Sunday, that would be considered one trip that lasted three days.

Visitors - An estimate of the number of visitors to a given point of interest that factors in logic for Trips. For example, if one visitor visited the same attraction three days in a row, they would count as three Visitor Days, but only one Visitor. If that same visitor returned one month later and was observed at that same attraction for three more days in a row, then the cumulative results would be 6 Visitor Days, 2 Visitors, and 2 Trips.

Visitor Days - An estimate of the number of daily visitors to a given point of interest based on our proprietary volume estimate methodology and filters set by the user. For example, if one visitor visited the same attraction three days in a row, they would count as three Visitor Days, but only one Visitor. If that same visitor returned one month later and was observed at that same attraction for three more days in a row, then the cumulative results would be 6 Visitor Days, 2 Visitors, and 2 Trips.

The Datafy dashboard is active and dynamic. Additional action items may be identified during the review of this report. If appropriate and requested, a revised report will be generated to reflect historical updates. Datafy Models use multiple sources of data to produce a composite estimate. Areas geofenced capture a sample size of devices and are statistically modeled to estimate visitor volumes.

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These estimates are generated from a statistical model which has been trained using historical behavior. The specific results are based on an observed sample of devices that met the specified filter settings.