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, December 20, 2023
County Board Room, Room 172
*******AMENDED*******

Convene; Pledge of Allegiance; Approve County Board Agenda

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1
2.)	Equipment Expenditure Request – 2024 CIP – Tipper Truck	TAB 2
3.)	Out of State Travel Request – ATSSA Conference, Fargo, ND	TAB 3
4.)	Beaver Control Policy	TAB 4
5.)	CSAH 10 Tree Clearing Project	TAB 5
6.)	CSAH 16 Bridge Replacement Project	TAB 6

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – Equipment Expenditure Request – Tipper Truck	TAB 2
3.)	R&B Committee Recommendation – Out of State Travel – ATSSA Conf., Fargo, ND	TAB 3
4.)	R&B Committee Recommendation – Beaver Control Policy	TAB 4
5.)	R&B Committee Recommendation – CSAH 10 Tree Clearing Project	TAB 5
6.)	R&B Committee Recommendation – CSAH 16 Bridge Replacement Project	TAB 6
7.)	Minutes from the December 6, 2023 County Board Meeting	TAB 7
8.)	Payment of County's Warrants and Miscellaneous Bills	TAB 8
9.)	2023 Budget Adjustment Requests – Enterprise Services and Parks Department	TAB 9

Environmental Services/Zoning Report – Kurt Schneider, Director

10.)	Director's Report	TAB 10
11.)	Sheryl Bearhart Interim Use Permit – Residential Kennel	TAB 11
12.)	Lower St. Croix River Comp. Watershed Mgmt Plan – 2024 Annual Plan of Work	TAB 12
13.)	Fiscal Year 2024 & 2025 BWSR Natural Resources Block Grant Agreement	TAB 13
14.)	2024-25 Prof/Tech Contract with the Soil and Water Conservation District (CLLID)	TAB 14
15.)	2024 Gen. Eng. and Admin. Agmt. with Emmons & Olivier Resources, Inc. (CLLID)	TAB 15

Other Business of the County Board

16.)	Budget and Finance Report from December 13, 2023	TAB 16
17.)	Setting Date and Time of Annual Meeting	TAB 17
18.)	2024 Salary and Compensation Amounts	TAB 18
19.)	ARPA – Broadband Grant – East Central Electric	TAB 19
20.)	Earned Sick and Safe Time Policy Adoption	TAB 20

21.)	Axon Quote for Sheriff's 2 Interview Rooms	TAB 21
22.)	Professional/Technical Services Contract between Chisago Lakes Achievement Center	TAB 22
23.)	Professional/Technical Services Contract between Pam Bates and Chisago County	TAB 23
24.)	Chisago Lakes Joint Sewage Treatment Commission Bond Authorization Resolution	TAB 24
25.)	Lakes Center for Youth and Families – County Attorney	TAB 25
26.)	***** AmeriCorps – Ampact Site Agreement*****	TAB 26
27.)	***** Equipment Expenditure Request – Computers for Probation*****	TAB 27

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: **December 12, 2023**

RE: Public Works Director's Report

CSAH 10: We are working on federal authorization to bid the project. We did bid out the tree clearing part of the project that will need to be done this winter. It is up for your consideration tonight.

CSAH 16 Bridge Replacement: We have bid the project and have it for your consideration tonight.

Highway Safety Improvement Program Solicitation
We have reviewed the program requirements and have found 5 projects that we would like to submit for funding:

- CSAH 9 Realignment (Harris Hill)
- CSAH 14/CSAH 19 Roundabout
- TH 8/CSAH 21 Roundabout
- TH 95/CSAH 9 Roundabout
- County Wide Safety Improvements
  - Enhanced ground-in retro reflective edgelines
  - Enhanced intersection signing/lighting

We are working on these applications. Deadline for submittal is February 1st.

American Traffic Safety Services Association
The ATTSA annual conference in Fargo is March 11th through the 13th and I am again requesting our Traffic Operations staff to attend.

Beaver Control Policy
It has been a while since we have updated the compensation part of the policy. I am recommending we do it to help attract trappers and compensate them accordingly.

Transportation Plan Update
We are currently going the first draft of the Transportation Plan update.

An Equal Opportunity Employer

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** **2**
Title of Item for Consideration: Equipment Expenditure Request –2024 CIP – Tipper Truck	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: The approved 2024 Capital Improvement Plan identified up to $100,000 for the purchase of a new Tipper Truck.	
Background: Staff solicited competitive quotes for the purchase of new Tipper Truck . Pursuant to Chisago County Purchasing Policy, the purchase of the tandems is presented for approval. The proposal is presented at a cost of $87,053. The 2024 CIP allocated $100,000 for a new Tipper Truck. ***Attachment(s)*:** • Equipment Expenditure Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of a new Tipper Truck The suggested motion to approve this action is as follows: ***"Move to approve the purchase of a new Tipper Truck as approved in the 2024 Capital Improvement Plan."***	
Implications of Action: Recommended Board action results in a new purchase for the Public Works Department. ***Budget/Financial Implications***: The proposal is presented at a cost of $87,053. The 2024 CIP allocated $100,000 for a new Tipper Truck. ***Legal/Policy Implications***: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.	

Administrator's Recommendation

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

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

revised 01/2022

Date 12/12/2023

Asset Description - PWKS-0409 Tipper Truck

Estimated Cost - $87,053.48

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

If yes, what budget? CIP 2024 PWKS-0409

If no, please explain AND source of funds

Department and/or location of equipment - HWY- Harris Shop

Is this a replacement? If yes, explain - Replacing Unit#353

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

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

SIGNATURES REQUIRED

Requestor - Tony Nielsen DATE 12/12/23

Department Head - John K. Tyrrell DATE 12/12/23

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

County Administrator - DATE

Required if purchase is > $25,000

Board Approved - YES NO

MTG DATE DATE TO BE APPROVED

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

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

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

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE

Vendor Paid - Warrant Number -

G/L Account - Date Paid -

Amount -

North Country GM

Bob O'Hara
218-349-8955
rwohara01@aol.com





2024 CHEVROLET SILVERADO MEDIUM DUTY CHASSIS CAB 4X4

note: BASE STARTING PRICE DOES NOT INCLUDE ANY OPTIONS

MN CONTRACT # 195787

DURAMAX DIESEL | *6 SPEED ALLISON AUTOMATIC* | *STRAIGHT FRAME STONGER TRUCK*

GVW from 16,500 - 23,000 LBS | *7 CAB AXLE DIMENSIONS* | *HD VINYL FLOORING STD*

1502 E HOWARD ST | ***HIBBING, MN 55746*** | ***218-263-7578***

	DEPARTMENT :		*ADDRESS*			
	CONTACT NUMBER:		*CITY, ZIP*			
	EMAIL:					
	2023 Chevrolet Silverado Medium Duty Chassis Cab		"x" IN YELLOW CELLS OPTION REQUESTED TOTAL PRICE WILL CALCULATE			
	ALL OPTIONS					
		Option Price	VEHICLE SPEC	REG CAB 4X4	VEHICLE SPEC	CREW CAB 4X4
	Base Starting Price does not include any options					*$59,607.67*
	AIR CONDITIOING	STD		-	X	STD
A31	Windows, power with driver express up and down and express down on all other windows (Requires (DPN) outside heated power-adjustable vertical trailering mirrors or (DGP) (STD on Crew Cab)outside, black, heated power-adjustable	256.00		-	X	STD
	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm(STD)	STD		-	X	STD
MWA	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series,19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K(Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR.	N/C		-	x	N/C
MJ0	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series,19.5K GVW & 37K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K(Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6I) 30,000 lb. GCWR (13,607 kg), (R6W) 34,000 lb. GCWR (15,422 kg), (R6X) 35,000 lb. GCWR (15,875 kg) or (R6Y) 37,000 lb. GCWR (16,782 kg). Requires (R6I) 30,000 lb.	484.00		-		-
MWB	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A2700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series,26K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs greater than 19.5K(Requires (GZH) 21,500 lb. GVWR, (C9U) 22,940 lb. GVWR or (DD7) 23,500 lb	866.80		-		-
MHV	Emergency Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750EVS atios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Emergency Vehicle Series,19.5K GVW & 37K GCW Max., requires PTO and park pawl. Available with GVWs less than or equal to 19.5K(Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (YF2) Emergency Service Package and (R6I) 30,000 lb. GCWR (13,607 kg) or (R6W) 34,000 lb. GCWR (15,422 kg).)	880.00		-		

YF2	Emergency Service Package includes (KHB) dual alternators, (UZF) backup alarm and (5DY) end of cab wiring provisions(Requires (FPF) DPF, diesel particulate filter, manual regeneration and Emergency Service transmission, (MBY), (MH1), (MHV) or (MG0). Not available with (9D4) Governor, electronic speed sensor set to 55 MPH, SEO. Requires (G86) limited slip rear axle.)	655.00		-		
MI0	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750RDS ratios 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 Rugged Duty Series,19.5K GVW & 37K GCW Max., requires PTO and park pawl, On/Off Highway. Available with GVWs less than or equal to 19.5K(Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6I) 30,000 lb. GCWR (13,607 kg) or (R6W) 34,000 lb. GCWR	651.20		-		-
MBV	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A2750RDS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Rugged Duty Series,26K GVW & 37K GCW Max., requires PTO,includes park pawl,On/Off Highway. Available with GVWs greater than 19.5K(Requires (DD5) 21,000 lb. GVWR, (C5D) 22,500 lb. GVWR or (DB9) 23,000 lb. GVWR and (PTO) Power Take Off, engine control provisions and (R6I) 30,000 lb. GCWR (13,607 kg) or (R6W) 34,000 lb. GCWR (15,422 kg).)	1,394.00		-		-
PTO	Power Take Off, engine control provisions	246.00		-		-
R6G	26,000 lb. GCWR Requires 26k GCWR transmission (MWA, MWB, MIU, MIA, MH1, MG0, MIX, MF0, MA6 or MB6).)	N/C		-		-
R6I	30,000 lb. GCWR (Requires 30k GCWR transmission (MBV, MBW, MBX, MBY, MJ0, MI0, MHV, ME0).)	N/C	X	N/C		-
R6W	34,000 GVWR (Requires 34k GCWR transmission (MBV/MBW/MBX/MBY/ME0/MHV/MI0/MJ0). Requires (092) Rear axle, 4.30 ratio, and (HD1) 15k rear axle or (J27) 15.5k rear axle.)	N/C		-		-
	-					
C7R	16,500 GVW (Silverado 4500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)(STD	STD		-		-
GZX	17,000 GVW (Silverado 4500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)(STD)	968.00		-		-
GZJ	18,000 GVW (Silverado 5500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension or (91C) 13.5k LiquidSpring prep stacked volume rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	968.00		-	x	$968.00
GZG	19,500 GVW Silverado 5500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension or (91C) 13.5k LiquidSpring prep stacked volume rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	1,984.00		-		-
DD5	21,000 GCW (Silverado 6500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension or (91C) 13.5k LiquidSpring prep stacked volume rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	3,784.00		-		-
GZH	21,500 GVW	3,784.00		-		-
C5D	22,500 GVW (Silverado 6500 HD 4WD models require the following combination: (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (FU7) 15.5k rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	4,486.00		-		-
C9U	22,940 GVW	5,148.00		-		-

CG9	23,000 GVW (Silverado 6500 HD 4WD models require (XDV)/(YAP) Front/Rear tires and the following combination: (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (FU7) 15.5k rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	5,236.00		-		-
DD7	23,500 GVW	5,676.00		-		-
FTB	Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving	STD	x	STD	X	STD
GL4	Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction	STD		-		-
HD2	Rear axle, 13,500 lb. (6,124 kg) Dana Spicer S14-110, single reduction	312.00		-		-
HD1	Rear axle, 15,000 lb. (6,804 kg) Dana Spicer S16-130, single reduction	594.00		-		-
J27	Rear axle, 15,500 lb. (7,031 kg), Dana Spicer S16-130, single reduction (Note: 15,500 lb. rear axle capacity can be reduced by rear tire capacity or rear suspension. Maximum axle capacity will not be higher than the rear tire or rear suspension capacity selected for vehicle.)	682.00		-	x	$682.00
GR3	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate	STD		-		-
GR4	Rear suspension, 13,500 lb. (6,123 kg) multi-leaf, vari-rate	22.00		-		-
FUJ	Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, vari-rate	44.00		-		-
FUJ	Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, vari-rate	44.00		-	x	$44.00
FQT	Wheelbase, 141" (358.1 cm), 60" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) exhaust. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lb. Front axle/(FK6) 7,000 lb. Front suspension or (FTL) 8,000 lb. Front axle/(FSN) 8,000 lb. Front suspension and/or (FU7) 15,500 lb. rear suspension. Not available with rear air suspensions	STD		-	x	STD
ED9	Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lb. Front axle/(FK6) 7,000 lb. Front suspension or (FTL) 8,000 lb. Front axle/(FSN) 8,000 lb. Front suspension or (FU7) 15,500 lb. rear suspension.)	154.00		-		-
EQB	Wheelbase, 219" (556.3 cm), 104" CA (Requires (F0I) 75" axle to end of frame.)	616.00	N/A			-
ER2	Wheelbase, 189" (480.1 cm), 108" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0I) 75" axle to end of frame.)	308.00		-	N/A	-
ED5	Wheelbase, 201" (510.5 cm), 120" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0I) 75" axle to end of frame.)	482.00		-		-
EQB	Wheelbase, 219" (556.3 cm), 138" CA (Requires (F0I) 75" axle to end of frame.)	616.00		-	N/A	
FPN	Wheelbase, 231" (586.7 cm), 150" CA (Requires (F0K) 91" axle to end of frame.)	770.00		-	N/A	
FBC	Wheelbase, 243" (617.2 cm), 162" CA (Requires (F0G) 83" axle to end of frame dimension.)	924.00		-	N/A	
NSQ	Fuel tank, front and rear, 65 gallon total	550.00		-		-
F0D	Axle to End of Frame, 63"	88.00		-		-
F0I	Axle to End of Frame, 75" (Requires (FRP) 235" wheelbase or (EQB) 219" wheelbase.)	88.00		-		-
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	STD		-	X	STD
PGW	Wheels, 19.5" x 6.75", 6-aluminum wheels, 8-holes, hub piloted Dura-Bright finish is on the outside of the wheel	1,452.00		-		-
XMF	Tires, front 225/70R19.5G Traction blackwall Goodyear	254.00		-		-
YMF	Tires, rear 225/70R19.5G Traction Blackwell Goodyear	523.00		-		-
ZMF	Tire, Spare 225/70R19.5G Traction Blackwall Goodyear	382.80		-		-
A52	Seats, front 40/20/40 split-bench, cloth or vinyl 3-passenger. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar and storage pockets.(Requires (IOB) 7" diagonal color touch-screen with Chevrolet Infotainment.Includes (AG1) 10-way power seat.)	528.00		-		-
AE7	Seats, front 40/20/40 split-bench, 3-passenger	88.00		-		-
H2R	Dark Ash seats with Jet Black interior accents, Cloth seat trim includes manually adjustable driver lumbar	N/C		-	X	N/C
H0U	Jet Black, Cloth seat trim includes manually adjustable driver lumbar	N/C		-	X	N/C
5D4	Aerial Work Platform Vocational Package: Provides calibrations specific to chassis with an upfit consisting of an Aerial Lift, Bucket or Boom Lift	N/C		-		-
7Y8	Batteries, heavy-duty dual 1300 cold-cranking amps includes battery box mounted to left side under cab	74.80		-	x	$74.80
BTN	Battery, top post threaded, battery jump start stud (located on battery box)(Requires (7Y7) 1100 cold-cranking amps batteries or (7Y8) 1300 cold-cranking amps batteries.)	44.00		-	x	$44.00
FPF	DPF, diesel particulate filter, manual regeneration	220.00		-	x	$220.00
		-		-		-
F59	Front stabilizer bar	154.00		-	x	$154.00
G68	Shock Absorbers, rear	57.20		-	x	$57.20
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	316.80		-		-
G80	Differential, heavy-duty locking rear Requires (J27) 15,500 lb. rear axle. Not available with (91B), (91C), (91D) or (91E) prep for LiquidSpring rear suspension. With (ED9) 165" Wheelbase, requires (PCJ) Vocational Specific Heavy Suspension Package or (9C2) 65 MPH road speed governor.	1,188.00		-		-
K05	Engine block heater	88.00		-	x	$88.00

KHB	Alternators, dual, 150 amps and 220 amps each (incl VYU)	501.60		-		-
VYU	Snow Plow Prep Package includes (UNL) auxiliary harness for headlamps and turn signals, (KW5) 220-amp alternator, forward lamp wiring harness and (TRW) provision for cab roof mounted lamp/beacon(Note: (KW5) 220-amp alternator can be upgraded to (KHB) dual, 150 amps and 220 amps each alternators.)	299.20		-		-
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground	242.00		-	x	$242.00
V76	Recovery hooks, front, frame-mounted, black	22.00		-	x	$22.00
JL1	Trailer Brake Controller	STD		-	X	STD
5DY	Electrical Provisions, rear of frame, upfitter, body builder wiring includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn(Included with (YF2) Emergency Service Package. Not available with (5DX) Electrical Provisions to rear of cab.)	202.40		-		-
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass	312.40		-	x	$312.40
DGP	Mirrors, outside, black, heated power-adjustable, high-visibility vertical camper-style, and lower convex spotter glass, manual-folding. Convex glass is not heated and not power adjustable. 102", Wide Load	699.80		-		-
V22	Grille, chrome	171.60		-		-
V46	Chrome Bumper	88.00		-		-
V23	Grille guard screen, stone protection	79.20		-		-
I0B	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones.	242.00		-		-
5H1	Key system, 2 spare keys	39.60		-		-
AQQ	Remote Keyless Entry	154.00		-		-
KJ4	Power outlet, 110-volt AC	154.00		-	x	$154.00
379	Orange Seat Belts	40.00		-		
UFZ	Backup alarm	123.80		-		-
5DE	*Backup Camera shipped loose*	STD		-	X	STD
G1K	*Deep Ocean Blue Metallic*	347.60		-		-
G7C	*Red Hot*	N/C		-		-
GA0	*Northsky Blue Metallic*	N/C		-		-
GAN	*Silver Ice Metallic*	N/C		-		-
GAZ	*Summit White*	N/C		-		-
GBA	Black	N/C		-		-
GNK	Oxford Brown Metallic	N/C				
GJ1	*Shadow Gray Metallic*	N/C		-	x	N/C
	Tire Weight Tax	26.64		-	X	$26.64
				-		-
				-		
	TOTAL FOR VEHICLE WITH OPTIONS IDENTIFIED: per unit	TOTAL		$0.00		$62,696.71

SPECIAL DEALER OPTIONS NEEDED:

We have 7 wheelbase options on the Regular Cab and four on the Crew Cab

+ Tax
$ 4138877
$ 67085 4/8

CRYSTEEL® TRUCK EQUIPMENT
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AN EQUAL OPPORTUNITY EMPLOYER

Date: 11/5/2023
Company: Chisago County
Contact: Tony Nielsen
Phone# 651-213-8752
Email: Tony.nielsen@chisagocountymn.gov

Reference: Tipper 5500
Address: 313 N. Main St.
City: Center City
State: MN

Dealer		Chassis Estimated Delivery	
Truck Make	Chevy	CA or CT	60
Model Year		Transmission	
Truck Model	5500	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA
CONTRACT NO: 224099
RELEASE NO: T-765(5)
CONTRACT PERIOD:
EXTENSION OPTION: Up to 51 months
1-UNIT
STATE COOPERATIVE PRICING

QTY			Price Each	Extended
	5.0 Body			
1	5.1	9'6" Crysteel E-Series Mild Steel Specifications: Dodge Application 40" front, 60" cab to Axle 9' 6" long x 96" wide OD x 87" wide ID Side height: 14" Tailgate height: 20" Quick drop tailgate, Fold down sides Fold Down Side Stops Dirt shedding top rail and corner post 1/4 cab shield w/ Tapered Window, 7 gauge Floor 10 gauge front and rear, 12 gauge sides A1011 Painted one fleet color (no base coat/clear coat) Under coating included	$7,946.00	$7,946.00
1	5.2	C96-Crysteel hoist LB500	$2,432.00	$2,432.00
1	5.3	C96-Crysteel Electric / Hydraulic Double acting Power Unit w/ In Cab	$554.00	$554.00
1	5.4	C96-Installation of dump body	$808.00	$808.00
1	5.5	C96-Installation of hoist	$707.00	$707.00
1	5.6	C96-Power unit Mounted Outside Frame Rails IF Standard Mount (between frame rails) is not an option	$303.00	$303.00
1	5.16	C96-For boxed top rails	$278.00	$278.00
1	5.17	C96-For 52" front ILO 40"	$193.00	$193.00
1	5.25	C96-For Sliding patchgate (Tailgate must be 20" tall)	$348.00	$348.00
2	5.31	C96-For 6" Oval Lite Box Enclosed Type PN 605-LB383 Installed	$224.00	$448.00
2	5.30.	C96-For LED 6-1/2" Oval Amber Strobe 605-SL65AO Installed	$129.00	$258.00

1	NCI	Shop Supplies	$500.00	$500.00
	6.0 Hitches			
1	6.1	Custom Pull Plate 5/8" complete including: - 5/8" steel plate - All Gussets - Safety "D" Rings - Round Tube Bumper - 7 Way Plug	$794.00	$794.00
1	6.2	Installation of custom hitch	$606.00	$606.00
1	6.5	Electronic back up alarm 560-STA20502-G	$93.00	$93.00
1	6.1	For 8 Ton Pintle Ball Combo hitch 2' Ball (BH82000)	$122.00	$122.00
	8.0 Accessories			
2	8.8	Shovel Holder installed each **Customer specfied location**	$167.00	$334.00
1	8.9	Repositions Camera Eye Only **If truck has camera**	$300.00	$300.00
1	8.43	For Poly Fenders 19.5 985-10001769	$1,007.00	$1,007.00
1	8.29	Buyers Mini Light Bar installed on cab shield, wired to in dash switch (8891060)	$433.00	$433.00
1	8.36	Bulkhead Strobe plate Mount (dump body/flatbed)	$148.00	$148.00
1	8.38	For 1 Set Buyers Surface Mt Strobes **Mounted in grill of truck**	$284.00	$284.00
	8.0 Toolboxes/Backpacks			
1	8.1	Installation of Storage box	$367.00	$367.00
1	8.4	18 x 18 x 36 Treadbrite Aluminum Toolbox P/N 1705105	$374.00	$374.00
1	8.3	18 x 18 x 30 Treadbrite Aluminum Toolbox P/N 1705103 ***To install power unit***	$331.00	$331.00

Total Package Price $19,968.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery: $4.00

Starting Point: Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

**NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

***ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	**Crysteel Truck Equipment-Fridley**
Contact Person:	**Mike Uecker**
Street Address:	**1130 73rd Ave NE**
City, State, Zip:	**Fridley, MN 55432**
Phone #:	**(763) 957-0771**
Toll Free #:	**(800) 795-1280**
Fax #:	**(763) 571-5091**
Email Address:	muecker@crysteeltruck.com

OPTIONS -- The below options are NOT included in the above package pricing

	5.0 Body OPTIONS			
1	NCI	UP CHARGE TO GO STAINLESS STEEL TIPPER	$4,730.00	$4,730.00

Chisago County Request For Board Action

Meeting Date: December 20, 2024	***Item Number:*** **3**
Title of Item for Consideration: Out of State Travel Request – ATSSA Conference, Fargo, ND	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: None.	

Background: Public Works is requesting that Ben Utech & Dave Burgin be authorized to attend the 2024 American Traffic Safety Services Association (ATSSA) Conference in Fargo, ND. Training received will better allow Chisago County to keep current on signing, striping and other highway safety strategies. The conference runs from 3/11 to 3/13.

Attachments:

- Out-of-State Travel Request Form
- 2024 ATTSA Conference Program

Action Requested/Recommended: The County Board is respectfully requested to approve the Out-of-State Travel Request for Ben Utech & Dave Burgin to be authorized to attend the 2024 American Traffic Safety Services Association (ATSSA) Conference in Fargo, ND. The following motion is suggested:

"Move to approve the out of state travel request for Ben Utech & Dave Burgin to be authorized to attend the 2024 American Traffic Safety Services Association (ATSSA) Conference in Fargo, ND."

Implications of Action: Board approval at tonight's meeting will provide opportunity for Chisago County to keep current on signing, striping and other highway safety strategies.

***Budget/Financial Implications*:** included in training and continuing education budget

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	11/16/2023		
Employee Name	Benjamin Utech		
Department	Public Works		
Destination	2024 Northland "How To" ATSSA Conference Fargo, North Dakota		
Purpose of Travel	Training and Education Workshop		
Departure Date	3/11/2023		
Return Date	3/13/2023		
Total Travel Expenses	**$725.00**		
Supervisor Name (PRINT)	Joe Triplett		
Supervisor's Signature		**Date Approved**	11/16/23
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				$0.00
Ground Transportation	Public Works Vehicle		3	$60.00
Conference/Registration Fees	2024 Northland "How To" Conference		3	$195.00
Lodging	Delta Marriott Conference Located here		2	$400.00
Meals	Esimated 4 Meals not covered by Conference		3	$70.00
Mileage			1	$0.00
		Grand Total		$725.00

Chisago County Out-of-State Travel Request

Date Submitted	11/16/2023
Employee Name	David Burgen
Department	Public Works
Destination	Fargo, ND
Purpose of Travel	2024 Northand "How To" ATSSA Conference Training and Education Workshop
Departure Date	3/11/2024
Return Date	3/13/2024
Total Travel Expenses	**$665.00**
Supervisor Name (PRINT)	Joe Triplett
Supervisor's Signature	
County Board Signature	

Date Approved	11/16/23
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				$0.00
Ground Transportation			1	$0.00
Conference/Registration Fees	2024 Northland "How To" ATSSA Conference		3	$195.00
Lodging	2 night stay at Delta Marriott Fargo		2	$400.00
Meals	Estimate on 4 Meals not covered by conference		3	$70.00
Mileage			1	$0.00
		Grand Total		$665.00

JOIN US
Northland "How To" Conference

ATSSA Northland Chapter

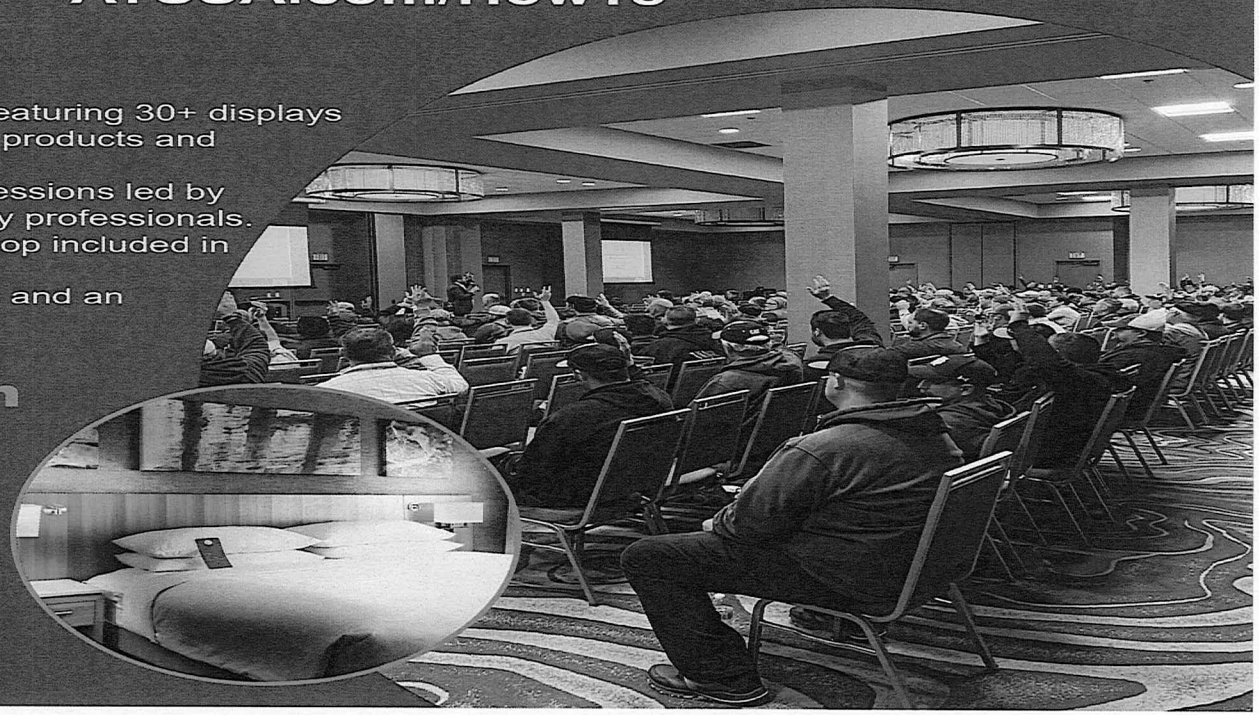
March 11-13, 2024
Delta Marriott
Fargo, N.D.

REGISTER TODAY • ATSSA.com/HowTo

$195

Included in your registration:

- Entrance into the exhibit hall featuring 30+ displays of the latest in roadway safety products and services.
- 20+ workshops and general sessions led by local, state and federal industry professionals.
- Special preconference workshop included in full registration.
- Enjoy breakfast, lunch, breaks and an evening reception.



Hotel information

Delta Marriott™ Fargo
1635 42nd Street South
701-277-9000

$139-259 per night for rooms available March 9-14

Room rates available until Feb. 16, 2024

PROGRAM 2024

Northland "How To" Training & Education Workshop

March 11-13 • Fargo, N.D.

Monday, March 11

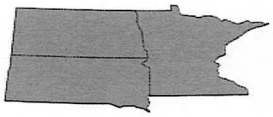
Noon - 4 p.m. — REGISTRATION OPEN
12:30 - 4 p.m. — PRECONF. WORKSHOP

Traffic Control 101
This workshop is offered by the Northland ATSSA Chapter at no additional cost to registrants. The course covers Low-Volume/ Low-Speed (Field Manual) and Traffic Control fundamentals for new hires.

Tuesday, March 12

7 a.m. – 4:30 p.m. — REGISTRATION
7:30 – 8:30 a.m. — EXHIBITS OPEN (Breakfast)

8:30 – 9:30 a.m. — GENERAL SESSION 1



Cannabis & Construction
The construction industry is still struggling to navigate the new Minnesota cannabis law that went into effect in August 2023. This session will touch on some of the most pressing concerns and ongoing challenges that contractors are facing.

9:35 – 10:20 a.m. — BREAKOUT SESSIONS

1. MN Work Zone Training Initiatives
MnDOT and SRF developed a work zone traffic control training plan that provides insight and direction on how to develop a robust training program that addresses the needs of all public agencies as well as private companies that work on or near the roadway in Minnesota. This plan is being implemented by both MnDOT and the Center for Transportation Studies Local Technical Assistance Program. Come and learn about the status of this training and how you and your agency or company can take advantage of training to improve work zone traffic controls and safety for both workers and the traveling public.

2. Winter Equipment and Material Maintenance
Learn about basic truck and paint cart maintenance for fall shut down and how to prepare for the spring. Includes how to carry your materials over winter and proper storage.

3. OK Teen Driver Work Zone Safety
Learn how Oklahoma became the first in the nation to modernized teen driver work zone and move safety.

10:20 – 10:50 a.m. — EXHIBITS OPEN (Coffee Break)
10:50 – 11:35 a.m. — BREAKOUT SESSIONS

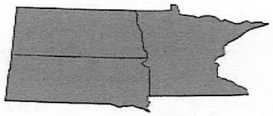
4. Sign and Sign Placement
Fundamentals and basics for both new hires and seasoned vets. Explore the most-common issue installers run into.

5. Transforming Work Zone Training Using Virtual Reality
This presentation will provide the latest advances in the development and evaluation of VR technology for work zone training. Examples of flagger setup and work zone inspection scenarios will be provided. Evaluation results from trainings deployed in Missouri will be presented.

6. CDL Updates
This session will cover any new updates for CDL drivers provided by Kelly Krapu of True North Compliance Services.

11:35 a.m. – 1 p.m. — EXHIBITS OPEN (Lunch)

1 – 2 p.m. — GENERAL SESSION 2



Mental Health
In a rapidly changing world, we find ourselves at "A New Frontier: Leading Boldly through Mental Health." This presentation explores how individuals in various roles can step into a new landscape and make a significant impact on mental health and well-being. It provides practical insights, lived-experience stories, evidence-based resources, and inspiration for individuals to lead with empathy, offer opportunities to foster open conversations, and champion mental health and well-being initiatives in our professional and personal lives. Join us as we embark on this exciting journey to boldly lead in the new frontier of mental health.

2:05 – 2:50 p.m. — BREAKOUT SESSIONS

7. Using technology to enhance safety in the future
Safety is and will always be MnDOT's top priority. This session focuses on efforts MnDOT's CAV-X team is working on to improve worker safety by using technology. The Automated Truck Mounted Attenuator project is testing technology to potentially remove workers from the cab of crash attenuator host trucks and allow operation from a safer location on the work site. The Work Zone Data Exchange effort seeks to provide high-quality, real-time traveler information to connected vehicles and driver navigation apps, leading to more timing and accurate work zone information to the public.

8. Distance Based User Fees
Dependence on the motor fuel tax as a revenue source may become increasingly difficult for transportation agencies, as the number of vehicles on the road using little to no gasoline —including electric vehicles (EV)—begins to grow. One area being explored to fill potential lost revenue is distance-based user fees (DBUF)—calculated based on distance driven rather than fuel burned. Some states have completed pilots exploring this option, others have implementing test programs and an advisory board is assembling to guide a national pilot through FHWA. This presentation will discuss the current state of DBUFs research and other tax revenue sources surrounding EV and other emerging technologies.

9. Pavement Marking Retroreflectivity Requirements
Section 3A.03 Maintaining Minimum Pavement Marking Retroreflectivity of the MUTCD requires agencies to establish a method designed so all longitudinal markings (edgelines and centerlines) that meet specific criteria. FHWA has set a target compliance date of Sept. 6, 2026, for having a method in place for maintaining pavement marking retroreflectivity. This presentation will outline the Minnesota Local Road Research Program guidance for local agencies to implement a method for maintaining pavement marking retroreflectivity at or above minimum levels.

Tuesday, March 12 *(continued)*

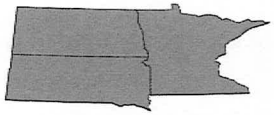
2:50 – 3:20 p.m. **EXHIBITS OPEN** (Coffee Break)
3:20 – 4:05 p.m. **BREAKOUT SESSIONS**

10. Reducing Adverse Driving Behaviors in Work Zones
Most work zone crashes can be attributed to speeding, inattention and aggressive driving behaviors. This session will cover Minnesota trends in work zone crashes and mitigation strategies being deployed to address some of these behaviors.

11. Pavement Marking Patterns and Widths - Humans vs. Machines
MnDOT has studies investigating appropriate pavement marking dimensions and contrast with respect to human vision and driver comfort. There is a concurrent effort that will also evaluate the implications of pavement marking dimensions on machine vision technology that is used in ADASs and AVs. The results of these studies will provide insight as to how MnDOT can effectively leverage its resources to provide pavement markings that effectively meet the needs of all road users.

12. Permanent Signing in the Era of MASH
The rollout of the MASH Crashworthy standard at the national level has impacted signing policy and standards across the map and continues to affect all traffic control device development. A panel of signing subject matter experts from North Dakota, South Dakota and Minnesota have assembled information on how each States' signing policies and standards have evolved and continue to since the federally mandated MASH criteria was instituted. Please join us for this update from our Tri-State area and come prepared with any questions that may be on your mind!

4:05 – 4:50 p.m. **GENERAL SESSION 3**



Drive Safe, Work Safe, Live Safe & Be Rewarded For It!
Employers are working harder than ever to attract and retain workers; and it's no secret that a talented, healthy employee is an extremely valuable asset! "Your Good Health is your Greatest Wealth"... let's talk about how to cash in on it.

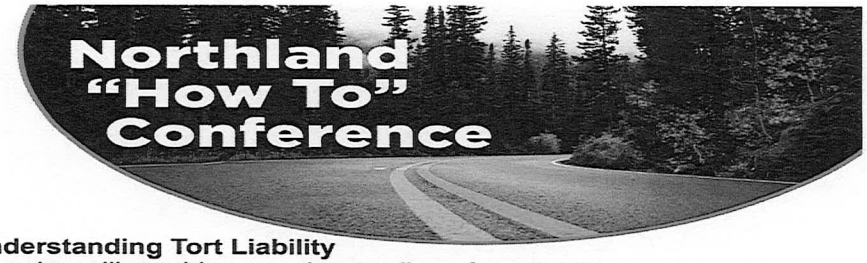
4:50 – 6:30 p.m. **WELCOME RECEPTION & EXHIBITS OPEN**

Come mingle with old friends and meet new acquaintances with cocktails and hors d'oeuvres at this annual event in the exhibit hall.

Wednesday, March 13

7:30 – 10 a.m. **REGISTRATION**
7:30 – 8:30 a.m. **EXHIBITS OPEN** (Breakfast)
8:30 – 9:15 a.m. **BREAKOUT SESSIONS**

13. CAV Update – AVs on the Road Today
Connected and automated vehicles (CAV) are on the road today and will continue to increase. This session will provide an overview of the current and emerging technology for connected and automated vehicles, the efforts by MnDOT's CAV-X to plan and prepare for CAV technology and how CAVs impact the work we do.



14. Understanding Tort Liability
This session will provide an understanding of tort liability in the work zone. It will help participants understand their responsibility to provide proper temporary traffic control, what steps they can take to reduce their risk and provide some solutions to better prepare them to testify regarding what they did to provide clear and positive guidance in the work zone.

15. Sign Maintenance and Management for Local Agencies
The MUTCD requires public agencies or officials having jurisdiction shall use an assessment or management method that is designed to maintain sign retroreflectivity at or above the minimum levels. MnDOT has developed Minnesota's Best Practices for Traffic Sign Maintenance/ Management Handbook. Minnesota's Local Technical Assistance Program (LTAP) offers a course that covers the best practices contained in this handbook. This presentation will outline this course that helps maintenance staff better understand sign materials, placement, installation and retroreflectivity, as well as general maintenance and management practices.

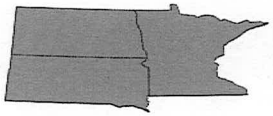
9:15 – 10 a.m. **BREAKOUT SESSIONS**

16. Turning Asset Data into Asset Information at MnDOT
The Minnesota Department of Transportation (MnDOT) has been maturing enterprise asset management practices and obtaining valuable asset management data for over a decade. This presentation will focus on how MnDOT is using asset data to enhance decision making.

17. Portable Traffic Signals, Unique and Effective Case Studies
There have been many advancements in the functional applications of portable traffic signals (PTSs). In this session you will see and learn multiple examples of how PTSs safely and effectively controlled vehicle and pedestrian traffic while using outside-of-the-box strategies.

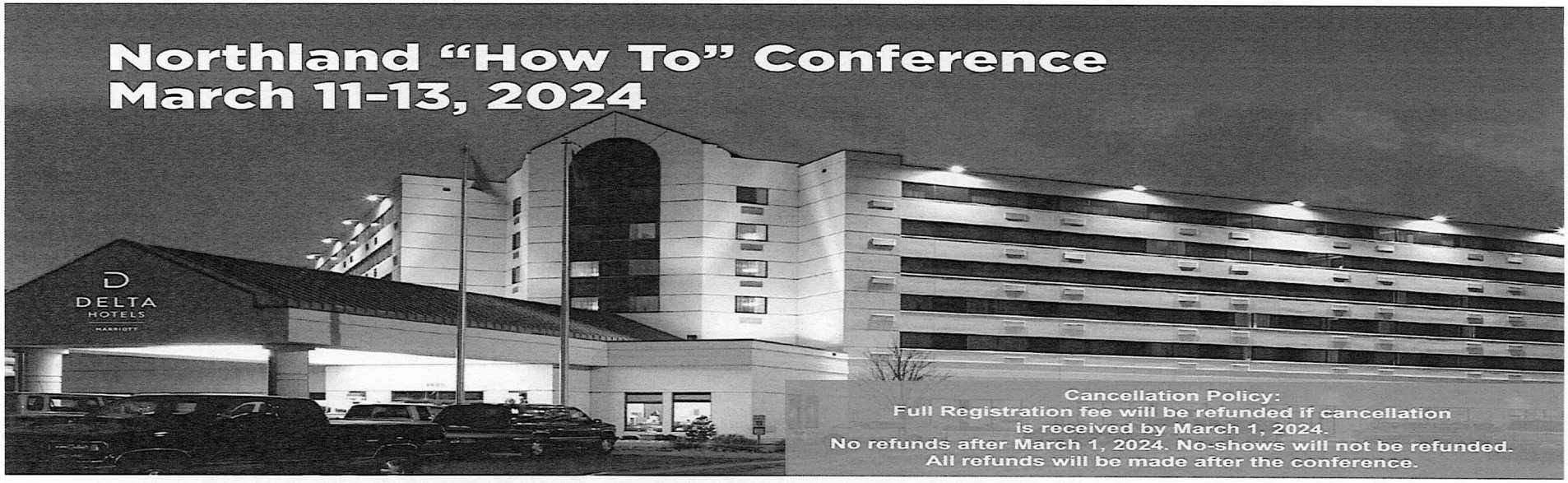
18. Transportation Management Plans
Transportation Management Plans (TMPs) are required for many federal aid projects. Even though not required for many projects, they provide an excellent opportunity to work zone project stakeholders such as emergency responders, law enforcement, school districts, impacted residents and local agencies to identify concerns and issues related to work zone operations. The TMP can then identify solutions and mitigations to address these concerns during development of the temporary traffic control plan and contract documents. Not all TMPs are the same and they vary in scope dependent on project needs. Come and learn how effective TMPs improve the construction operations and safety in work zones.

10 – 10:30 a.m. **EXHIBITS OPEN** (Coffee Break)
10:30 a.m. – Noon **GENERAL SESSION 4**



State of the States
Minnesota, South Dakota and North Dakota overview of transportation issues and updates.

Northland "How To" Conference
March 11-13, 2024



Cancellation Policy:
Full Registration fee will be refunded if cancellation is received by March 1, 2024.
No refunds after March 1, 2024. No-shows will not be refunded.
All refunds will be made after the conference.

Exhibits • Workshops • Networking

Who Should Attend?

This conference is a must for roadway safety infrastructure industry professionals involved in the selection, inspection or maintenance of all types of pavement markings, traffic signs and temporary (work zone) traffic control, including:

- Field personnel
- Field supervisors
- Designers of both permanent and temporary traffic control
- State, county and local agency personnel
- Contractors
- Consulting engineers
- Traffic control device and material manufacturers
- Work zone traffic control supervisors

Attend 20+ sessions focusing on real-world roadway safety issues

Preconference Workshop, March 11

REGISTER TODAY! • ATSSA.com/HowTo
meetings@atssa.com • 540-368-1701

ATSSA
Northland Chapter

Northland Chapter of ATSSA
Minnesota • North Dakota • South Dakota

American Traffic Safety Services Association
15 Riverside Parkway
Fredericksburg, VA 22406-1077



Exhibit sales open early December

10' x 10' spaces are $795 for ATSSA Members, $1,295 for Non-members. Receive 2 free registrations with each booth space. Sponsorships supporting the Vendor Reception are available for an additional $200.

>>> Visit ATSSA.com/HowTo for the application.

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** **4**
Title of Item for Consideration: Beaver Control Policy	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: Policy last Board approved on 5/18/16	

Background: It has been over 7 years since the County has updated the County Beaver Control policy. The County has worked with several local trappers to set a bounty that makes sense. That is reflected in the proposed policy update.

***Attachment(s)*:**

- Existing Policy (5/18/16)
- Updated Policy (12/6/23)

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

"Move to approve the updated Beaver Control Policy at tonight's meeting."

Implications of Action: Approval will allow the County to attract and award trappers to control beavers on drainage systems

Budget/Financial Implications: Funding for project will come from 03-330-6273.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

POLICY NBR: 2016-01
Approved: 5/18/2016

CHISAGO COUNTY
BEAVER CONTROL PROGRAM POLICY

I. PURPOSE

The largest North American rodent, the beaver is an active woodcutter and dam builder. Although beavers provide many positive environmental values, they can also cause substantial property damage such as flooding roads with their dams.

II. SCOPE AND APPLICABILITY

When a drainage watercourse is impaired by a beaver dam and the water damages or threatens to damage a public road, the road authority may remove the impairment and any associated beaver lodge within 300 feet of the road and may eradicate any beaver associated with the lodge or damage in any manner, except by poison or artificial lights. The road authority may arrange to have killed any beaver associated with the lodge by trapping through a third-party contract or pursuant to a beaver control program.

This beaver control program policy is designed to reduce the number of incidents of beaver interfering with or damaging a public road and causing damage, including damage to drainage ditches, on property owned or managed by Chisago County.

III. PROCEDURES

A. Trappers
1. Trapper shall apply to Chisago County annually to be eligible to receive a beaver control reimbursement.
2. Trapper shall obtain any permit(s) necessary during trapping season.
3. Trapper shall harvest beavers in the area designated by Chisago County.
4. Trapper shall obtain written landowner approval before trapping can occur on non-county owned land.
5. Trapper shall follow all local, state and federal rules and regulations relating to the trapping of beavers to claim a beaver control reimbursement.

B. Chisago County
1. County shall obtain trapping permits during the non-trapping season.
2. County shall reimburse ($25.00) per beaver during trapping season and ($50.00) per beaver during non-trapping season.
3. County shall notify Trapper the location for trapping beaver.
4. County shall notify Trapper the time period for trapping beaver.
5. All tails submitted for beaver control reimbursement shall remain the property of Chisago County upon submission.

IV. REFERENCES/ATTACHMENTS

Chisago County Application (attached)
Chisago County Permission for Trapping (attached)
Minn. Stat. §97B – Hunting Restrictions and Requirements
Minn. Stat. §160 -- Roads
Minn. Rules Chapter 6234 – Small Game

Chisago County, Minnesota

Beaver Control Reimbursement Application

Effective January 1, 2016, Chisago County may reimburse ($25.00) per beaver during trapping season and ($50.00) per beaver during non-trapping season. Individuals wishing to be reimbursed for beavers are required to complete a Beaver Control Reimbursement Application and agree to comply with the beaver control program. Attached is a copy of my current trappers license and completed W-9.

Application Year _____ *(Application must be renewed each year.)*

Please Print
Applicant Name:

_____

Applicant Address:

_____

Address/Location of where Beavers are trapped:

_____

_____

I hereby certify that all beavers submitted for reimbursement will be trapped on the properties listed on this application and I have obtained landowner approval. I am aware that my rights to be reimbursed may be revoked if I submit requests for beavers that were not trapped on lands located in Chisago County or were taken in violation of local, state or federal regulations.

Signature of Applicant: _____ **Date:** _____

Application approved by: _____ on _____
by Chisago County Public Works Department.

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

Kyle Ludwig, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Cindy V. Johnson
Accountant

CHISAGO COUNTY
BEAVER CONTROL PROGRAM
RIGHT OF ENTRY TO TRAP ON NON-COUNTY OWNED PROPERTY

This Right of Entry Agreement is made as of _____,_____, by _____,

("Grantor") and the Trapper, ("Grantee").**RECITALS**

A. Grantor is the owner in fee simple of real property in the County of Chisago, State of Minnesota, located at

_____

_____

B. Grantee intends to remove beaver(s) that pose a hazard per County's request.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1. Right of Entry: Grantor hereby grants to Grantee, its successors and assigns, a right of entry (the "Right of Entry") over, under, upon and across that portion of the Grantor Property for all purposes related to the County's Beaver Control Program. Grantee, its agents, contractors, employees or invitees shall conduct their activities on the Premises in an orderly and lawful manner, securing at their own expense all required permits and licenses.

2. Indemnification: Grantee shall indemnify, defend and hold harmless Grantor from and against any liabilities, costs, causes of action, demands, judgments, liens loss, damage, or expenses (including reasonable attorneys' fees) resulting from Grantee's activities on the Grantor Property or associated with Grantee's activities on the Property pursuant to the Right of Entry, except to the extent resulting from Grantor's negligence or willful misconduct.

3. Condition of Premises: Grantee agrees to remove the beaver(s) as requested by Chisago County.

4. Governing Law: This Right of Entry Agreement shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry Agreement on the above date.

GRANTOR (PROPERTY OWNER): **GRANTEE (TRAPPER):**

_____ _____

Approved as to form by: _____ Chisago County Attorney's Office

An Equal Opportunity Employer

POLICY NO:

Approved: _____

CHISAGO COUNTY
BEAVER CONTROL PROGRAM POLICY

I. PURPOSE

The largest North American rodent, the beaver is an active woodcutter and dam builder. Although beavers provide many positive environmental values, they can also cause substantial property damage such as flooding roads with their dams.

II. SCOPE AND APPLICABILITY

When a drainage watercourse is impaired by a beaver dam and the water damages or threatens to damage a public road, the road authority may remove the impairment and any associated beaver lodge within 300 feet of the road and may eradicate any beaver associated with the lodge or damage in any manner, except by poison or artificial lights. The road authority may arrange to have any beaver killed associated with the lodge by trapping through a third-party contract or pursuant to a beaver control program.

This beaver control program policy is designed to reduce the number of incidents of beaver interfering with or damaging a public road and causing damage, including damage to drainage ditches, on property owned or managed by Chisago County.

III. PROCEDURES

A. Trappers
1. Trapper shall apply to Chisago County annually to be eligible to receive a beaver control reimbursement.
2. Trapper shall obtain any permit(s) necessary during trapping season.
3. Trapper shall harvest beavers in the area designated by Chisago County.
4. Trapper shall obtain written landowner approval before trapping can occur on non-county owned land.
5. Trapper shall follow all local, state and federal rules and regulations relating to the trapping of beavers to claim a beaver control reimbursement.

B. Chisago County
1. County shall obtain trapping pe1mits during the non-trapping season.
2. County shall reimburse ($50.00) per beaver during trapping season and ($75.00) per beaver during non-trapping season.
3. County shall notify Trapper the location for trapping beaver.
4. County shall notify Trapper the time period for trapping beaver.
5. All tails submitted for beaver control reimbursement shall remain the prope1ty of Chisago County upon submission.

IV. REFERENCES/ATTACHMENTS

Chisago County Application (attached)
Chisago County Permission for Trapping (attached)
Minn. Stat. §97B - Hunting Restrictions and Requirements Minn. Stat. §160 -- Roads
Minn. Rules Chapter 6234 - Small Game

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** **5**
Title of Item for Consideration: CSAH 10 Tree Clearing Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The County has bid out the tree clearing project out ahead of the CSAH 10 reconstruction project next year. Environmental regulations require the County to clear the trees during the winter months. The County received 3 bids ranging from the low bid of $103,800.00 to the high bid of $184,479.95. Engineer Estimate for the project was $75,300.00. Castle Rock Contracting & Tree of Castle Rock, MN, is the apparent low bidder.

***Attachment(s)*:**

- Contract

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CSAH 10 Tree Clearing Project to Castle Rock Contracting & Tree of Castle Rock, MN. The following motion is suggested:

"Move to award and approve the CSAH 10 Tree Clearing Project to Castle Rock Contracting & Tree of Castle Rock, MN."

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

Budget/Financial Implications: Funding for project will come from 03-325-6604

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 _____

Project Contract for CSAH 10 Tree Clearing Project

This Agreement entered into this ___ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Castle Rock Contracting & Tree, LLC, a Minnesota Corporation,
4455 West 280th St, PO Box 514, Castle Rock, Minnesota 55010

The Project: CSAH 10 Tree Clearing Project
CP 13-TRE-24

Engineer: Joe Triplett, P.E.
Director |County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

(A) This Contract;
(B) The Instructions to Bidders;
(C) The Bid/Proposal Form;
(D) The General Conditions of the Contract;
(E) Project Manual;
(H) Drawings, Schemes and Designs and Specifications;
(I) All Modifications issued after execution of this Contract;
(J) Bonds and Insurance;
(K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 10 Tree Clearing Project (CP 13-TRE-24), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract must start clearing operations on January 22, 2024 or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. The Contractor shall complete clearing operations required for this Project prior to March 31, 2024. The Contractor must not begin clearing operations before Contract approval.
3.5 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.
3.7 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before March 31, 2024.
3.8 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

ARTICLE IV – CONTRACT SUM
4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contact Documents, the Contract sum of the Base Bid: One hundred three thousand eight hundred dollars ($103,800.00).

ARTICLE V – PROGRESS PAYMENTS
5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
(B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
(C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT
6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION
7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; of if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of $500,000 for claims for wrongful death and each person for other claims; $1,500,000 for any number of claims arising out of a single occurrence; and no less than $3,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least $500,000 per claim for wrongful death and each person for other claims; $1,500,000 on a combined single limit basis; and not less than $3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.
10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES
11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Perry Collins, Vice President
Castle Rock Contracting & Tree, LLC
4455 West 280th St
Castle Rock, MN 55010
(651) 463-2268
castlerockcontractingllc@gmail.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING
12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS
13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

(A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.

(B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R.

5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
   (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
   (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rending shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____ Dated: _____
Chisago County Board Chair

Attest: _____

CONTRACTOR: CASTLE ROCK CONTRACTING & TREE, LLC

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____ Dated: _____
(*Signature*) (*Title*)

Print: _____

I, _____ (individual's name) the _____(title) of _____(company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Reviewed as to Form:

_____
Jeffrey B. Fuge, Assistant County Attorney Dated: December 13, 2023

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** **6**
Title of Item for Consideration: CSAH 16 Bridge Replacement Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the CSAH 16 timber bridge replacement project. The County received 12 bids ranging from the low bid of $334,238.30 to the high bid of $547,817.25. Engineer Estimate for the project was $493,521.00. Winberg Companies of Shafer, MN, is the apparent low bidder. ***Attachment(s)*:** • Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested: ***"Move to award and approve the CSAH 16 timber bridge replacement project at tonight's meeting to Winberg Companies of Shafer, MN."***	
Implications of Action: Approval will allow the County to construct the project ***Budget/Financial Implications***: Funding for project will come from 03-325-6604 ***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 _____

Project Contract for Bridge L0145 Replacement

This Agreement entered into this ___ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Winberg Companies LLC, a Minnesota Corporation,
17293 Furuby Road, Shafer, MN 55074

The Project: Bridge L0145 Replacement Project
SAP 013-616-013

Engineer: Joe Triplett, P.E.
Director |County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

(A) This Contract;
(B) The Instructions to Bidders;
(C) The Bid/Proposal Form;
(D) The General Conditions of the Contract;
(E) Project Manual;
(H) Drawings, Schemes and Designs and Specifications;
(I) All Modifications issued after execution of this Contract;
(J) Bonds and Insurance;
(K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the Bridge L0145 Replacement Project (SAP 013-616-012), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 This Contract must start construction operations on June 17, 2024, or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. The Contractor must not begin construction operations before Contract approval.

3.4 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.6 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before June 26, 2024.

3.7 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contact Documents, the Contract sum of the Base Bid: three hundred thirty-four thousand two hundred thirty-eight dollars and thirty cents ($334,238.30).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and

(B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.

(C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; of if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of $500,000 for claims for wrongful death and each person for other claims; $1,500,000 for any number of claims arising out of a single occurrence; and no less than $3,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least $500,000 per claim for wrongful death and each person for other claims; $1,500,000 on a combined single limit basis; and not less than $3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Joseph Winberg
Winberg Companies
17293 Furuby Road
Shafer, MN 55074
(651) 248-5133
joe@wci2020.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

(A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.

(B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for

determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
   (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
   (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rending shall not affect the validity and enforceability of the

remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____ Dated: _____
Chisago County Board Chair

Attest: _____

CONTRACTOR: WINBERG COMPANIES LLC

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____ Dated: _____
(*Signature*) (*Title*)

Print: _____

I, _____ (individual's name) the _____(title) of _____(company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Reviewed as to Form:

_____
Jeffrey B. Fuge, Assistant County Attorney Dated: December 13, 2023

TAB 7

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

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, December 06, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter. Non-Voting: Swenson.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday, December 6, 2023, at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from 7650 Casselberry Drive, North Branch, MN 55056, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

On motion by Dahlberg, seconded by Greene, 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:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

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

On motion by Montzka, seconded by Dahlberg, the board moved to close the HHS Committee Board of the Whole at 6:43 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS: $255,601.95
3.) HHS Committee Recommendation – Contract with Lauren Moberg 2023-2024
4.) HHS Committee Recommendation – Emergency Foster Care Contract with Hansens
5.) HHS Committee Recommendation – SHIP 222 Grant Agmt – County Wellness Committee
6.) HHS Committee Recommendation – COVID-19 Vac. Implementation Grant Agmt Amend.
7.) Payment of County's Warrants and Miscellaneous Bills: $939,934.54
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at https://www.chisagocounty.us/1197/Claims-Paid. Claims less than $2,000 are listed as a total dollar amount and notes the number of claims included in the total.
8.) Minutes from the November 15, 2023, Regular Meeting
9.) Recognition of County Staff December Anniversaries
10.) Advertising 2024 Citizen Committee Vacancies
11.) Transfer Funds – Tax Forfeited Land Sales to Tax Forfeited Land Fund

On motion by Dahlberg, seconded by Greene, the Board moved to authorize execution of contracts and approve and award to Pathfinder Trail Building, LLC construction of a Chisago County Mountain Bike Course package not to exceed $184,264.85. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to approve the purchase and additional maintenance from TriMin to complete the Chisago County Recorder Digital Strategy and authorize the expenditure of the Recorder Technology Fund to pay. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dahlberg, seconded by Greene, the Board moved to appoint Commissioners Greene and Dunne to the Chisago County Canvassing Board for the 2024 Presidential Nominating Primary, State Primary and General Elections pursuant to M.S. 204C.31, and to set March 5, 2024, August 13, 2024 and November 14, 2024 each at 10 a.m. as the County Canvassing Board Meetings for the 2024 Elections. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to adopt the resolution establishing the Absentee Ballot Board for 2024.

RESOLUTION NO: 23/1206-2
ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Chisago County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective January 19, 2024; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Chisago County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Chisago County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

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

On motion by Greene, seconded by Dahlberg, the Board moved to set the 2024 Ditch Levies at a 10% increase over 2023 as shown in the December 6, 2023, County Auditor-Treasurer Memo. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Greene, seconded by Dunne, the Board moved to the Xcel Energy/Slipstream Group, Inc. 2024 Agreement for the Collections of Fluorescent and High Intensity Discharge Lamps, between Slipstream Group, Inc., and Chisago County subject to review as to form by the County Attorney. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2024 Hauler Recycling Contract Renewals as presented with the following companies: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling upon review as to form by the County Attorney and approve the 2024 Recycler Contracts as presented with the following companies: AAA Recycling; Evergreen Recycling; Recycling For Wildlife; Recyy Recycling, SRC Inc., and The Steel Chick Recycling upon review as to form by the County Attorney**.** The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve 2023 Emergency Management Performance Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the 2024-2025 Radiological Emergency Preparedness Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the acceptance of the 2024 Federal Boating Safety Supplemental Equipment Grant and purchase of the New Humminbird Helix 12. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2023-2025 State of Minnesota Snowmobile Safety Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve the 2023-2025 State of Minnesota Off-Highway Vehicle Safety Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

CITIZENS FORUM
TIME – 7:01 p.m. **END TIME –** 7:02 p.m.
# of SPEAKERS – 0

Truth in Taxation Presentation – County Administrator Chase Burnham and County Auditor Treasurer Bridgitte Konrad; 7:00 p.m. to 7:28 p.m.

Public Comment

Truth in Taxation Hearing
Public Comment: TIME – 7:28 p.m. **END TIME** – 8:55 p.m.
# of SPEAKERS – 4

On motion by Greene, seconded by Dunne, the board moved to approve by Board Resolution the Chisago County 2024 Final Levy & Annual Budget, as presented at tonight's meeting; to include:

RESOLUTION NO. 23/1206-1
ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2024

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 6th, 2023, at 7:00 p.m. and closed at 8:55 p.m.; and

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

WHEREAS, pursuant to Minn. Stat. Sec. 275.07, the Chisago County Board of Commissioners must certify its levy on or before five working days after December 20th in each year; and;

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2024 of **$47,250,638** a 3.3% increase over the 2023 levy, with overall 2024 expenditures of **$87,356,166**, a LID Levy of **$365,330**, with overall 2024 expenditures of **$365,330**;

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended 2024 Capital Improvement Plan of **$3,309,298**;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2024 Annual Budget.

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

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

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

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 9:00 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **NON-VOTING:** Swenson.

Attest:_____ _____

Christina Vollrath — Clerk of the Board

Ben Montzka — Chair

CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 20, 2023

8

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $721,264.80

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
12/22/2023	$ 70,966.09		12/20/2023	Commissioners Warrants
12/8/2023	$199,478.12			Auditors Warrants
	$270,444.21	Total		

Lake Area Bank; Derek Anklan; Sheriff; supplies; $335.59
Lake Area Bank; Chase Burnham; Administration; supplies; $165.44
Lake Area Bank; Karen Gates; Human Resources; supplies; $121.45
Lake Area Bank; Mark Hendrickson; Probation; supplies; $71.10
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; $435.03
Lake Area Bank; Lori Olson; Sheriff; supplies; $14.99
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; $312.70
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $2,880.44
Lake Area Bank; Janet Reiter; County Attorney; supplies; $21.62
Lake Area Bank; Kurt Schneider; Environmental Services; registration; $85.00
Lake Area Bank; Barbara Shimmon; Public Works; registration, supplies; $1,493.19
Lake Area Bank; Joseph Triplett; Public Works; registration; $2,112.41
Lake Area Bank; Kristin Waddell; Auditor; registration; $472.50
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $21.63
Lake Area Bank; Todd McMurray; HHS; registration; $424.59
Lake Area Bank; Tracy Krona; HHS; supplies; $322.06

Anderson and Koch Ford - Squad 523 $41,807.88

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

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
10292	**AMAZON CAPITAL SERVICES**						
11	05-420-600-0000-6401		31.58	Supplies 12/03/2023 12/03/2023	11QL-JMYW-VYPN	General Supplies	N
11	05-430-700-0000-6401		65.01	Supplies 12/03/2023 12/03/2023	11QL-JMYW-VYPN	General Supplies	N
11	05-451-430-0000-6401		89.16	Supplies 12/03/2023 12/03/2023	11QL-JMYW-VYPN	General Supplies	N
108	05-420-600-0000-6401		14.00	Supplies 12/07/2023 12/07/2023	14QV-MVND-4DXP	General Supplies	N
10	05-420-600-0000-6401		24.52	Supplies 12/02/2023 12/02/2023	17FF-NQ69-TFP3	General Supplies	N
6	05-420-640-0000-6401		9.04	Supplies 12/05/2023 12/05/2023	17KT-CYKR-HPHH	Iv-D General Supplies	N
3	05-420-600-0000-6401		12.50	Supplies 11/25/2023 11/25/2023	1CVQ-MXD1-N1PY	General Supplies	N
3	05-430-700-0000-6401		18.74	Supplies 11/25/2023 11/25/2023	1CVQ-MXD1-N1PY	General Supplies	N
7	05-420-600-0000-6401		9.44	Supplies 12/05/2023 12/05/2023	1FXK-HXPL-HXX1	General Supplies	N
7	05-430-700-0000-6401		14.17	Supplies 12/05/2023 12/05/2023	1FXK-HXPL-HXX1	General Supplies	N
12	05-451-430-0000-6401		109.18	Supplies 12/10/2023 12/10/2023	1GCD-U1W6-V4RN	General Supplies	N
8	05-451-470-0000-6435		66.24	Supplies 11/27/2023 11/27/2023	1H9K-RCRH-FKNJ	Public Health Supplies	N
9	05-451-470-0000-6844		66.24	Supplies 11/27/2023 11/27/2023	1H9K-RCRH-FKNJ	MECSH Grant Exp	N
4	05-451-470-0000-6844		39.99	Supplies 12/04/2023 12/04/2023	1HDM-K9PK-3K6J	MECSH Grant Exp	N
1	05-451-470-0000-6800		1,451.99	SHIP Mini Grant Baby Cafe 11/19/2023 11/19/2023	1K6H-N7C3-R4DN	Other Expense	N
15	05-420-600-0000-6401		48.11	Supplies 12/10/2023 12/10/2023	1LTP-T96Q-VV9H	General Supplies	N
14	05-430-700-0000-6401		40.00	Supplies 12/10/2023 12/10/2023	1LTP-T96Q-VV9H	General Supplies	N
15	05-430-700-0000-6401		72.17	Supplies 12/10/2023 12/10/2023	1LTP-T96Q-VV9H	General Supplies	N
13	05-420-600-0000-6401		18.82	Supplies 12/10/2023 12/10/2023	1LWK-PR3Y-T3FP	General Supplies	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
13		05-430-700-0000-6401		28.23	Supplies 12/10/2023 12/10/2023	1LWK-PR3Y-T3FP	General Supplies	N
2		05-430-700-0000-6401		239.99	Supplies 11/22/2023 11/22/2023	1MFW-W66C-JF19	General Supplies	N
5		05-451-430-0000-6401		70.97	Supplies 12/06/2023 12/06/2023	1MRP-JLVJ-P9H7	General Supplies	N
	10292	**AMAZON CAPITAL SERVICES**		**2,540.09**	**22** Transactions			
	2246	**ANDERSEN/JENNIFER**						
16		05-420-600-0131-6335		83.84	Travel Expense-Mileage 11/07/2023 11/28/2023		Clerical Travel	N
	2246	**ANDERSEN/JENNIFER**		**83.84**	**1** Transactions			
	[redacted]	[redacted]						
17		05-451-480-0000-6846		600.00	Workforce Analysis&Development 11/01/2023 11/30/2023	November 2023	Workforce Grant Expense	Y
	[redacted]	[redacted]		**600.00**	**1** Transactions			
	10071	**ASSOCIATION OF MN COUNTIES**						
20		05-451-430-0000-6245		175.00	Jensen LPHA Fall Conference 11/01/2023 11/01/2023	66795	Conferences, Training And Dues	N
21		05-451-431-0000-6245		175.00	Wiger LPHA Fall Conference 11/01/2023 11/01/2023	66795	Comferences, Training And Dues	N
18		05-451-480-0000-6824		175.00	Halfen LPHA Fall Conference 11/01/2023 11/01/2023	66795	Ship Grant Expense	N
19		05-451-480-0000-6824		175.00	Stenson LPHA Fall Conference 11/01/2023 11/01/2023	66795	Ship Grant Expense	N
	10071	**ASSOCIATION OF MN COUNTIES**		**700.00**	**4** Transactions			
	[redacted]	[redacted]						
22		05-460-310-0000-6111		65.00	Per Diem 11/16/2023 11/16/2023		Per Diems for Opioid Council	Y
	[redacted]	[redacted]		**65.00**	**1** Transactions			
	1198	**BOOKER/KIMBERLY**						
23		05-430-700-0128-6335		168.91	Travel Expense-Mileage 10/11/2023 11/30/2023		Child Prot Staff Travel	N
	1198	**BOOKER/KIMBERLY**		**168.91**	**1** Transactions			
	9280	**Bright Star Consulting LLC**						

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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
24		05-451-440-0000-6837		3,000.00	Contracted Community Health 11/27/2023 12/10/2023		Federal Vaccine Grant Exp 04/21-12/21	N
	9280	**Bright Star Consulting LLC**		**3,000.00**	**1** Transactions			
	3756	**CHILDREN'S DENTAL SERVICES**						
25		05-451-480-0000-6841		459.49	Transportation-Restore Team 10/05/2023 10/05/2023		Community Services	N
26		05-451-480-0000-6841		259.49	Transportation-Hygiene Team 09/07/2023 09/07/2023		Community Services	N
	3756	**CHILDREN'S DENTAL SERVICES**		**718.98**	**2** Transactions			
	30069	**CHISAGO COUNTY PRESS**						
27		05-121-000-0000-6850		260.00	Coffee Ta k Advertisement 12/01/2023 12/01/2023	166296-50	Op Enhancement Grant Expense	N
	30069	**CHISAGO COUNTY PRESS**		**260.00**	**1** Transactions			
	30071	**CHISAGO COUNTY RECORDER**						
28		05-420-600-0000-6242		92.00	Birth Certificates 11/01/2023 11/01/2023	2023-354	Birth Certificates	N
29		05-420-600-0000-6241		13.00	Death Certificates 11/06/2023 11/06/2023	2023-358	General Administration	N
30		05-420-600-0000-6241		13.00	Death Certificates 11/07/2023 11/07/2023	2023-358	General Administration	N
31		05-420-600-0000-6241		13.00	Death Certificates 11/27/2023 11/27/2023	2023-368	General Administration	N
32		05-420-600-0000-6241		13.00	Death Certificates 11/29/2023 11/29/2023	2023-386	General Administration	N
33		05-420-600-0000-6242		26.00	Birth Certificates 11/30/2023 11/30/2023	2023-398	Birth Certificates	N
	30071	**CHISAGO COUNTY RECORDER**		**170.00**	**6** Transactions			
	30177	**CINTAS CORPORATION**						
34		05-420-600-0000-6241		4.75	Weekly Rug Service 11/27/2023 11/27/2023	4175192548	General Administration	N
34		05-430-700-0000-6241		9.50	Weekly Rug Service 11/27/2023 11/27/2023	4175192548	General Administration	N
34		05-451-430-0000-6800		10.75	Weekly Rug Service 11/27/2023 11/27/2023	4175192548	Other Expense	N
35		05-420-600-0000-6241		6.67	Weekly Rug Service 12/04/2023 12/04/2023	4175936000	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
35	05-430-700-0000-6241		13.33	Weekly Rug Service 12/04/2023 12/04/2023	4175936000	General Administration	N
35	05-451-430-0000-6800		15.09	Weekly Rug Service 12/04/2023 12/04/2023	4175936000	Other Expense	N
30177	**CINTAS CORPORATION**		**60.09**	**6** Transactions			
1268	**DANNER/RIKEE**						
36	05-430-700-0134-6335		121.05	Travel Expense-Mileage 10/17/2023 11/21/2023		DD Worker Travel	N
1268	**DANNER/RIKEE**		**121.05**	**1** Transactions			
40105	**DATABANK IMX LLC**						
37	05-420-600-0000-6279		33,409.48	Northwoods Project Consulting 11/28/2023 11/28/2023	6112018590	Consulting	Y
40105	**DATABANK IMX LLC**		**33,409.48**	**1** Transactions			
9283	**DC DESIGN WORKS LLC**						
105	05-121-000-0000-6850		198.00	Van Driver Jackets 11/24/2023 11/24/2023	122	Op Enhancement Grant Expense	N
9283	**DC DESIGN WORKS LLC**		**198.00**	**1** Transactions			
9097	**Debel/Jessica**						
38	05-430-700-0134-6335		19.22	Travel Expense-Mileage 11/14/2023 11/22/2023		DD Worker Travel	N
39	05-430-700-0137-6335		44.83	Travel Expense-Mileage 11/14/2023 11/22/2023		Adult Services Travel	N
9097	**Debel/Jessica**		**64.05**	**2** Transactions			
10501	**DELL MARKETING LP**						
41	05-430-700-0000-6481		1,915.96	Computer 11/20/2023 11/20/2023	10712251258	Computer Hardware	Y
40	05-430-700-0000-6482		1,610.47	Computer 11/22/2023 11/22/2023	10713018650	Equipment	Y
43	05-451-480-0000-6846		1,610.47	Computer 11/22/2023 11/22/2023	10713018676	Workforce Grant Expense	Y
42	05-430-700-0000-6481		1,601.78	Computer 12/06/2023 12/06/2023	10717401439	Computer Hardware	Y
10501	**DELL MARKETING LP**		**6,738.68**	**4** Transactions			
9213	**Dwyer/Samantha**						

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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
44		05-430-700-0137-6335		153.49	Travel Expense-Mileage 11/08/2023 11/29/2023		Adult Services Travel	N
	9213	**Dwyer/Samantha**		**153.49**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**						
45		05-430-700-0127-6335		101.85	Travel Expense-Mileage 11/07/2023 11/30/2023		Mh Travel	N
	8508	**ELLIOTT/JENNIFER**		**101.85**	**1** Transactions			
	50116	**ENTERPRISE FM TRUST**						
49		05-121-000-0000-6630		1,036.66	HHS Motor Pool Lease Charges 12/01/2023 12/31/2023	447564	Vehicle Leases	N
47		05-420-600-0000-6630		338.42	HHS Motor Pool Lease Charges 12/01/2023 12/31/2023	447564	Vehicle Leases	N
46		05-430-700-0000-6630		545.85	HHS Motor Pool Lease Charges 12/01/2023 12/31/2023	447564	Vehicle Leases	N
48		05-451-430-0000-6630		207.42	HHS Motor Pool Lease Charges 12/01/2023 12/31/2023	447564	Vehicle Leases	N
	50116	**ENTERPRISE FM TRUST**		**2,128.35**	**4** Transactions			
	[redacted]	[redacted]						
50		05-451-440-0000-6837		3,000.00	Contracted Community Health 11/27/2023 12/10/2023		Federal Vaccine Grant Exp 04/21-12/21	Y
	[redacted]	[redacted]		**3,000.00**	**1** Transactions			
	5978	**HENNEPIN COUNTY**						
56		05-420-650-0000-6005		27.69	Medical Transportation Adm 11/20/2023 11/20/2023	215276	Ma Transportation	N
55		05-420-650-0000-6005		443.04	Medical Transportation Adm 11/20/2023 11/20/2023	215277	Ma Transportation	N
52		05-420-650-0000-6005		276.90	Medical Transportation Adm 11/20/2023 11/20/2023	215300	Ma Transportation	N
51		05-420-650-0000-6005		516.88	Medical Transportation Adm 11/20/2023 11/20/2023	215321	Ma Transportation	N
54		05-420-650-0000-6005		9.23	Medical Transportation Adm 11/29/2023 11/29/2023	215429	Ma Transportation	N
53		05-420-650-0000-6005		295.36	Medical Transportation Adm 11/29/2023 11/29/2023	215430	Ma Transportation	N
	5978	**HENNEPIN COUNTY**		**1,569.10**	**6** Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	3540	**IHRKE/KELLY**						
57		05-430-700-0127-6335		110.32	Travel Expense-Mileage 11/03/2023 11/30/2023		Mh Travel	N
	3540	**IHRKE/KELLY**		**110.32**	**1** Transactions			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
60		05-420-600-0000-6401		50.88	Supplies 11/28/2023 11/28/2023	4392617	General Supplies	N
58		05-430-700-0000-6401		35.75	Supplies 11/28/2023 11/28/2023	4392620	General Supplies	N
59		05-420-600-0000-6401		38.08	Supplies 12/01/2023 12/01/2023	4396923	General Supplies	N
59		05-430-700-0000-6401		57.11	Supplies 12/01/2023 12/01/2023	4396923	General Supplies	N
61		05-420-600-0000-6401		51.62	Supplies 12/01/2023 12/01/2023	4396958	General Supplies	N
61		05-430-700-0000-6401		106.26	Supplies 12/01/2023 12/01/2023	4396958	General Supplies	N
61		05-451-430-0000-6401		145.73	Supplies 12/01/2023 12/01/2023	4396958	General Supplies	N
62		05-430-700-0000-6401		205.77	Supplies 12/01/2023 12/01/2023	4397074	General Supplies	N
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**691.20**	**8** Transactions			
	3584	**ITASCA COUNTY SHERIFF**						
63		05-420-640-0000-6267		75.00	[redacted] 11/09/2023 11/09/2023	202302303	Other Co Sheriff Sop	N
	3584	**ITASCA COUNTY SHERIFF**		**75.00**	**1** Transactions			
	3836	**JENSEN/KYLE**						
64		05-430-700-0128-6335		94.32	Travel Expense-Mileage 11/13/2023 11/28/2023		Child Prot Staff Travel	N
	3836	**JENSEN/KYLE**		**94.32**	**1** Transactions			
	9028	**Johanson/Brittany**						
65		05-430-700-0134-6335		40.48	Travel Expense-Mileage 11/01/2023 11/21/2023		DD Worker Travel	N
66		05-430-700-0137-6335		94.45	Travel Expense-Mileage 11/01/2023 11/21/2023		Adult Services Travel	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	9028	**Johanson/Brittany**		**134.93**	**2** Transactions			
	6540	**KAVANAGH/RIANNA**						
67		05-430-700-0128-6335		47.20	Travel Expense-Mileage 10/13/2023 11/08/2023		Child Prot Staff Travel	N
68		05-430-700-0128-6335		117.90	Travel Expense-Mileage 12/05/2023 12/07/2023		Child Prot Staff Travel	N
	6540	**KAVANAGH/RIANNA**		**165.10**	**2** Transactions			
	4155	**KNUTSON/ALICIA**						
69		05-430-700-0127-6335		384.00	Travel Expense-Mileage 10/24/2023 12/07/2023		Mh Travel	N
	4155	**KNUTSON/ALICIA**		**384.00**	**1** Transactions			
	7327	**LEWIS/NICOLE**						
70		05-430-700-0134-6335		25.43	Travel Expense-Mileage 11/15/2023 12/06/2023		DD Worker Travel	N
71		05-430-700-0137-6335		59.34	Travel Expense-Mileage 11/15/2023 12/06/2023		Adult Services Travel	N
	7327	**LEWIS/NICOLE**		**84.77**	**2** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**						
72		05-420-600-0000-6241		60.00	Monthly Lexis/Nexis - Accurint 11/01/2023 11/30/2023	1223200	General Administration	N
72		05-430-700-0000-6241		90.00	Monthly Lexis/Nexis - Accurint 11/01/2023 11/30/2023	1223200	General Administration	N
	10007	**LEXISNEXIS RISK SOLUTIONS**		**150.00**	**2** Transactions			
	3843	**Martinka/Kari**						
73		05-430-700-0000-6241		70.37	Client Supplies Reimbursement 11/17/2023 11/17/2023		General Administration	N
	3843	**Martinka/Kari**		**70.37**	**1** Transactions			
	5070	**METRO LEGAL SERVICES INC**						
74		05-420-640-0000-6269		79.00	[redacted] 11/30/2023 11/30/2023	3471615	Proff Process Servers	N
	5070	**METRO LEGAL SERVICES INC**		**79.00**	**1** Transactions			
	[redacted]	[redacted]						
75		05-451-470-0000-6844		760.00	IMH Consultant	1	MECSH 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
					10/01/2023 11/30/2023			
	[redacted]	[redacted]		**760.00**	**1** Transactions			
	8109	**Munkelwitz/Andrea**						
93		05-430-700-0000-6241		117.85	Client Meal&Activity Reimburse		General Administration	N
					10/20/2023 11/20/2023			
	8109	**Munkelwitz/Andrea**		**117.85**	**1** Transactions			
	5302	**NACVSO**						
77		05-121-000-0000-6850		50.00	NACVSO Membership Dues	4358 Brown	Op Enhancement Grant Expense	N
					12/04/2023 12/04/2023			
76		05-121-000-0000-6850		50.00	NACVSO Membership Dues	5628 Kowalke	Op Enhancement Grant Expense	N
					12/04/2023 12/04/2023			
	5302	**NACVSO**		**100.00**	**2** Transactions			
	114170	**NOODLE SOUP**						
78		05-451-470-0000-6800		224.40	SHIP Mini Grant Baby Cafe	203921	Other Expense	N
					11/21/2023 11/21/2023			
	114170	**NOODLE SOUP**		**224.40**	**1** Transactions			
	5649	**NORDBY/HEIDI**						
79		05-430-700-0134-6335		25.18	Travel Expense-Mileage		DD Worker Travel	N
					10/04/2023 11/15/2023			
80		05-430-700-0137-6335		58.75	Travel Expense-Mileage		Adult Services Travel	N
					10/04/2023 11/15/2023			
	5649	**NORDBY/HEIDI**		**83.93**	**2** Transactions			
	9144	**Peterson/Samantha**						
81		05-430-700-0128-6335		146.72	Travel Expense-Mileage		Child Prot Staff Travel	N
					11/15/2023 11/17/2023			
82		05-430-700-0128-6335		153.27	Travel Expense-Mileage		Child Prot Staff Travel	N
					12/05/2023 12/07/2023			
	9144	**Peterson/Samantha**		**299.99**	**2** Transactions			
	16055	**PITNEY BOWES INC**						
83		05-420-600-0000-6401		34.31	Postage Machine Supplies	1024178414	General Supplies	N
					11/15/2023 11/15/2023			
83		05-430-700-0000-6401		70.62	Postage Machine Supplies	1024178414	General Supplies	N
					11/15/2023 11/15/2023			
83		05-451-430-0000-6401		96.85	Postage Machine Supplies	1024178414	General Supplies	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
					11/15/2023 11/15/2023			
	16055	**PITNEY BOWES INC**		**201.78**	**3** Transactions			
	16196	**POSTMASTER - NORTH BRANCH**						
84		05-451-430-0000-6202		2,970.00	Forever Stamps		Postage	N
					12/05/2023 12/05/2023			
	16196	**POSTMASTER - NORTH BRANCH**		**2,970.00**	**1** Transactions			
	8348	**PUBLIC HEALTH ACCREDITATION BOARD**						
85		05-451-430-0000-6827		5,600.00	Annual Accreditation Service	42678	Accreditation Expenditures	N
					11/01/2023 11/01/2023			
	8348	**PUBLIC HEALTH ACCREDITATION BOARD**		**5,600.00**	**1** Transactions			
	9284	**ROBERTS/MANDY**						
107		05-430-700-0000-6241		11.25	Client Meal Reibursement		General Administration	N
					11/17/2023 11/17/2023			
106		05-430-700-0128-6335		36.68	Travel Expense-Mileage		Child Prot Staff Travel	N
					11/21/2023 11/21/2023			
	9284	**ROBERTS/MANDY**		**47.93**	**2** Transactions			
	3350	**SCHNEIDER/RUSHESS**						
86		05-451-470-0000-6335		124.81	Travel Expense-Mileage		Worker Travel	N
					10/11/2023 10/31/2023			
	3350	**SCHNEIDER/RUSHESS**		**124.81**	**1** Transactions			
	3754	**Source Interpreting**						
87		05-420-650-0000-6004		223.10	[redacted]	27580	Ma Access Services	N
					11/01/2023 11/01/2023			
	3754	**Source Interpreting**		**223.10**	**1** Transactions			
	6682	**STEVENS/SELENA**						
88		05-430-700-0127-6335		208.45	Travel Expense-Mileage		Mh Travel	N
					10/11/2023 11/21/2023			
	6682	**STEVENS/SELENA**		**208.45**	**1** Transactions			
	7930	**STRAND/TERESA**						
89		05-430-700-0127-6335		240.39	Travel Expense-Mileage		Mh Travel	N
					11/02/2023 11/29/2023			
	7930	**STRAND/TERESA**		**240.39**	**1** Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	7505	**STRUCK/TRENT**						
90		05-430-700-0137-6335		80.34	Travel Expense-Mileage 10/05/2023 11/22/2023		Adult Services Travel	N
	7505	**STRUCK/TRENT**		**80.34**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
91		05-430-700-0134-6335		21.42	Travel Expense-Mileage 11/06/2023 11/20/2023		DD Worker Travel	N
92		05-430-700-0137-6335		49.98	Travel Expense-Mileage 11/06/2023 11/20/2023		Adult Services Travel	N
	7558	**SWENSON/MICHELLE**		**71.40**	**2** Transactions			
	8412	**THRON/KATE**						
94		05-430-700-0127-6335		20.32	Travel Expense-Mileage 11/07/2023 11/29/2023		Mh Travel	N
	8412	**THRON/KATE**		**20.32**	**1** Transactions			
	8486	**VAN DEN HEUVEL/STACY**						
95		05-430-700-0127-6335		62.88	Travel Expense-Mileage 11/03/2023 11/28/2023		Mh Travel	N
	8486	**VAN DEN HEUVEL/STACY**		**62.88**	**1** Transactions			
	23105	**WEX BANK**						
99		05-121-000-0000-6561		431.25	Veteran Van Fuel Charges 11/01/2023 11/30/2023	93468276	Gas And Oil	N
97		05-420-600-0000-6561		93.39	HHS Motor Pool Fuel Charges 11/01/2023 11/30/2023	93468276	Gas And Oil	N
96		05-430-700-0000-6561		150.62	HHS Motor Pool Fuel Charges 11/01/2023 11/30/2023	93468276	Gas And Oil	N
98		05-451-430-0000-6561		57.24	HHS Motor Pool Fuel Charges 11/01/2023 11/30/2023	93468276	Gas And Oil	N
	23105	**WEX BANK**		**732.50**	**4** Transactions			
	8544	**WREN/HEATHER**						
100		05-430-700-0137-6335		66.35	Travel Expense-Mileage 11/17/2023 12/06/2023		Adult Services Travel	N
	8544	**WREN/HEATHER**		**66.35**	**1** Transactions			
	123045	**WRS GROUP LTD**						
101		05-451-470-0000-6800		575.92	SHIP Mini Grant Baby Cafe	45649	Other Expense	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
				11/20/2023 11/20/2023			
123045	**WRS GROUP LTD**		**575.92**	**1** Transactions			
9885	**ZIEGLER/SAMANTHA**						
102	05-430-700-0127-6335		158.54	Travel Expense-Mileage		Mh Travel	N
				11/02/2023 12/06/2023			
9885	**ZIEGLER/SAMANTHA**		**158.54**	**1** Transactions			
9763	**ZIERDEN/JESSICA**						
103	05-430-700-0000-6241		54.80	Client Gas&Meals Reimbursement		General Administration	N
				11/26/2023 12/01/2023			
104	05-430-700-0128-6335		50.44	Travel Expense-Mileage		Child Prot Staff Travel	N
				11/02/2023 11/02/2023			
9763	**ZIERDEN/JESSICA**		**105.24**	**2** Transactions			
5 Fund Total:			**70,966.09**	**Health And Human Services**	**55 Vendors**	**124 Transactions**	
Final Total:			**70,966.09**	**55 Vendors**	**124 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	70,966.09	Health And Human Services
	All Funds	70,966.09	Total

Approved by, ...

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Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** **9**
Title of Item for Consideration: 2023 Budget Adjustment Requests – Enterprise Services and Parks Department	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: Enterprise Services – At the November 9, 2022 Budget & Finance meeting, funding streams for Phase II of the Honeywell Energy Efficiency and Improvement Project were recommended to the Board and those recommendations were approved at the November 16, 2022 meeting (RBA and Board Minutes attached). Those funding streams are ARPA, Building Fund balance and General Fund balance. No budget adjustments were made in 2022 for the General Fund balance as the direction of the Board was to exhaust ARPA and Building Fund balances first. This request is to adjust the 2023 budget for the General Fund portion of the approved funding in the amount of $311,973.

Parks Department – Gate House at Fish Lake Park was damaged, budget adjustment needed for insurance reimbursement and repair expenses. Project will be completed in 2024, additional budget adjustments will be needed then. Expectation is that insurance reimbursement will fully cover repair costs.

Parks Department – Record SHIP Grant revenue from HHS, and the matching expense, which will be used to purchase brochures and signs (note that this project is currently on hold due to the rebranding project, unused expense funds will be carried over to 2024)

***Attachment(s)*:**

- 2023 Budget Adjustment Forms – Enterprise Services and Parks Department

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2023 Budget Adjustment Requests from Enterprise Services and the Parks Department. The suggested motion to approve this action is as follows:

"Move to approve the 2023 Budget Adjustment Requests – Enterprise Services and Parks Department."

Implications of Action: Recommended Board action would allow the County to pay for the Honeywell Phase II projects from the General Fund.

Budget/Financial Implications: $311,973 fund balance to cover the cost of the Honeywell Phase II projects.

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

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

Budget Adjustment Request

2023
year

this form MUST be completed electronically

Department Name: ENTERPRISE SERVICES
MAINTENANCE

Department Head: JON ECKEL

Reason and description of the proposed change to the Budget:

At the November 9, 2022 Budget & Finance meeting, funding streams for Phase II of the Honeywell Energy Efficiency and Improvement Project were recommended to the Board and those recommendations were approved at the November 16, 2022 meeting (RBA and Board Minutes attached). Those funding streams are ARPA, Building Fund balance and General Fund balance. No budget adjustments were made in 2022 for the General Fund balance as the direction of the Board was to exhaust ARPA and Building Fund balances first. This request is to adjust the 2023 budget for the General Fund portion of the approved funding in the amount of $311,973.

	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?	No
If a net expenditure, can this change be deferred until next budget year?	

Auditor-Treasurer's comments:

KRW Reviewed 12/12/23. No comments.

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
CONTRACTED PURCHASED SERVICE	01	111	500	0000	6273		($311,973)

Budget Adjustment Request

2023
year

this form MUST be completed electronically

Department Name: Enviromental Services / Parks Division

Department Head: Kurt Schneider

Reason and description of the proposed change to the Budget:

Gate House at Fish Lake Park was damaged, budget adjustment needed for insurance reimbursement and repair expenses. Project will be completed in 2024, additional budget adjustments will be needed then. Expectation is that insurance reimbursement will fully cover repair costs.

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

Auditor-Treasurer's comments:

KRW reviwed 12/11/23. No comments.

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
Miscellaneous Revenue	**01**	**523**	**000**	**0000**	**5561**	$3,866	
Contracted Services	**01**	**523**	**000**	**0000**	**6273**		($4,800)

Budget Adjustment Request

2023
year

this form MUST be completed electronically

Department Name: Enviromental Services / Parks Division

Department Head: Kurt Schneider

Reason and description of the proposed change to the Budget:

Record SHIP Grant revenue from HHS, and the matching expense, which will be used to purchase brochures and signs (note that this project is currently on hold due to the rebranding project, unused expense funds will be carried over to 2024)

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

Auditor-Treasurer's comments:

KRW Reviewed 12/11/23. No comments.

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
Miscellaneous Revenue	01	523	000	0000	5561	$4,900	
Contracted Services	01	523	000	0000	6273		($4,900)

TAB 10

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

Memo

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

Action Items:

1. Receive Directors Report
2. Bearhart Kennel IUP
3. Lower St. Croix River Comprehensive Watershed Mgmt. Plan 2024 Annual Plan of Work
4. Fiscal Year 2024 & 2025 Natural Resources Block Grant Agreement
5. SWCD 2024-2025 Professional Technical Services Agreement / Statement of Work (CLLID)
6. Emmons & Oliver 2024 General Engineering Services Agreement (CLLID)

Informational Item(s):

Board of Adjustment and Appeals:
The next regularly scheduled Board of Adjustment meeting of Thursday, December 28, 2023, has been cancelled. No Variance or Appeal applications were submitted by the deadline of December 1, 2023.

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, January 4, 2024 at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for January 3rd departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

a. Property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas are requesting approval of the Preliminary Plat of Schulte Farm involving the creation of two lots from a 20.00± acre tract of land. The subject site is zoned Agricultural (AG) District

and located at 14327 Chisago Boulevard in Franconia and Chisago Lake Townships, S14 and 15, T33, R20 (PIDs 04.00370.00 and 02.00101.20).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru November 30, 2023, is $788,671 or 95% of projected 2023 revenue. The general permit activity tabulations report table for November August is delayed and will be provided separately upon completion.

The HHW facility used oil collection tank (1,000-gallon tank) recently and routinely gets filled to capacity as part of the free drop-off collection services of the North Branch HHW facility. For the first time in facility history, routine collection services testing of the tank has identified PCB levels above what can be recycled/reclaimed without specific and expensive remediation. Oil collection is a core high volume collection and resident participation activity which staff will continue to facilitate; however, this contamination issue will be costly to remediate with estimates of $30,000+ expected. Department staff are working with the Auditor and Administration Dept. to review the incident and pursue the best solid waste budget adjustment and/or funding source to cover this unfortunate anomaly.

The Board may recall that October 25, 2023, staff attended and presented a discussion on county ordinance updates to the Chisago County Association of Township Officers (CCATO) meeting. The efforts were well received. In update to these collaboration efforts, electronic links to the full and complete current draft copies of updated Shorland, Subdivision, and Zoning Ordinances along with open invitation for continued feedback are being made available via secure online link(s) to Township Clerks for distribution to their Town Supervisors.

In growing collaborative relationships amongst the greater county Lake Associations and our countywide water resources staff, we are meeting on Friday with Goose Lake representatives to learn of a lake outlet weir permitting and improvement project they wish to pursue. We understand the DNR Area Hydrologist is engaged in this potential project and requested the Goose Lake Association enlist the permit help of the County. We hope to learn more about the full project scope at Fridays meeting.

Noteworthy ARPA funded Ki-Chi-Saga park improvements are continuing to progress. The new restrooms, concessions, and shelter building located centrally within the park is now under active construction and went vertical with framing work just this week. The single-track 3+ mile mountain bike course construction has progressed better than expected with late season conditions allowing construction yet this week and a total of approximately 2 miles of rough track to date. The full course including several additional “B-Lines” are scheduled for completion in the Spring.

Another “legacy retirement” is occurring with the February departure of 29-year Code Enforcement employee Steve Putman. Please wish Steve well, his history and background with countless properties, officials, and landowners countywide will be missed. The Code Enforcement position vacancy is now posted thru January 1st and we hope to efficiently fill the vacancy.

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
December 7, 2023

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, December 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: Chris DuBose, Chip Yeager, John Sutcliffe, Jolene Wille, Jim McCarthy, and Dave Whitney. Absent: Eric Leivian. A quorum was established. Also present: Ex Officio County Commissioner Rick Greene.

Approval of Agenda – ***Motion*** by DuBose to approve the agenda as presented; second by Sutcliffe. The **motion passed** 6-0.

Approval of Minutes – ***Motion*** by Whitney to approve the November 2, 2023, regular meeting minutes as presented; second by Wille. The **motion passed** 6-0. ***Motion*** by DuBose to approve the November 16, 2023, special work session minutes as presented; second by Whitney. The **motion passed** 6-0.

Receive all Materials and Submittals into Record – ***Motion*** by Whitney to accept all materials and submittals into the record, including two items provided immediately prior to the meeting (one item provided by Jordan Waggoner on behalf of Nancy Simpson for agenda item 7a and a written testimony from Lawrence Rose for agenda item 7a); second by Wille. The **motion passed** 6-0. Materials distributed to the Planning Commission in advance of the meeting for their review included: staff reports with attachments and the two additional items described above. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications – None

Public Hearings – Continued Hearings
Sheryl Bearhart and Jordan Waggoner – Coordinator Gervais provided an overview of applicant Sheryl Bearhart and property owner Jordan Waggoner's request for an after-the-fact Interim Use Permit (IUP) on property located at 450 Badger Boulevard in Fish Lake Township, S4, T36, R22 (PID 03.00041.00), explaining that the request had been amended since the November 2, 2023 meeting such that Bearhart and Waggoner were only seeking approval of an IUP for Residential Kennel and the Commercial Kennel component had been eliminated. Gervais shared that the Planning Commission had opened the requisite public hearing on November 2, 2023 and, after receiving a verbal report from staff, hearing from the applicant and property owner and receiving public testimony, the Planning Commission motioned to continue the public hearing to its December 7, 2023 meeting and instructed the applicant and property owner to provide specific application materials for further review and consideration. As a result of the Commission's actions, the State mandated 60-day review period was extended by an additional 60 days. Gervais commented that the applicant and property owner had submitted new application materials as instructed, including a written statement from the property owner, an updated application form, an updated written narrative, a kennel layout plan, and a business filing from the Secretary of State's website.

The written statement provided by property owner Jordan Waggoner explained that he was authorizing Bearhart to seek approval of an IUP for a Residential Kennel which housed up to 10 dogs and a maximum of two litters per year. The statement also explained that Waggoner and Bearhart had an explicit agreement that there would be no commercial, retail, or storefront operations taking place on the subject site.

The updated written narrative indicated that the request was being amended such that it was for Residential Kennel purposes only and the Commercial Kennel component had been eliminated. Gervais added that staff found no recent evidence that the site was still being advertised as a commercial dog park. In response to the Planning Commission's request for a noise evaluation / study, the narrative reported that the applicant and/or property owner took decibel readings from various locations on the subject site and the highest result was 70 decibels. Gervais noted that, aside from decibel readings and approximate locations of said readings, no additional detail was provided about the noise evaluation, such as method of conducting the evaluation, weather conditions, or the number of dogs on-site during the evaluation. The narrative also provided additional information about the detached garage/kennel, including that it was 24' x 24' in size rather than 20' x 26' as previously reported; the structure was fully insulated; noise reduction panels had been installed to help mitigate noise; and, the garage / kennel would house up to 10 individual kennels / crates. In response to the request for detail about proposed fencing materials and specifications, the written narrative explained that the site currently included an enclosed chain link area located on the west side of the dwelling and an enclosed wood panel fence located on the north side of the garage / kennel. Additionally, the applicant reported that more fencing may be added in the future to expand the size of the fenced enclosures. The narrative explained that dogs were allowed outside at least five times throughout the day, with duration being 15 minutes to one hour. Additionally, dogs were allowed outside in turns when residents of the subject site were outside.

The kennel layout plan identified sizes and locations of 10 kennels / crates.

The business filing showed that Bearhart was an authorized agent of Designer Dogs MN LLC, but, because the applicant and property owner had eliminated the Commercial Kennel component of the request, Gervais suggested that there was no longer any need for the applicant to verify that she was a registered agent of the business or for the Planning Commission to focus discussion on this aspect of the original application materials.

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

Chair Yeager invited the applicant and property owner to address the Planning Commission. Applicant Sheryl Bearhart and property owner Jordan Waggoner approached the Commission. Waggoner restated that the request had been amended to eliminate the Commercial Kennel component and thanked the Commission for visiting the site on December 6, 2023.

McCarthy asked Waggoner if he intended to utilize the IUP after Bearhart vacated the property. Bearhart responded that, if she moved, she would take her dogs with her; Waggoner responded that he had no intention of utilizing the IUP if Bearhart moved from the property. McCarthy indicated his intention to amend draft condition no. 14 based on the responses.

Whitney asked Bearhart if dogs were leashed or able to run free while they were outside of the fenced enclosure. Bearhart responded that they were not leashed but they stayed by her side when outside the fenced enclosure. Waggoner vouched that the dogs were obedient and he had never witnessed the dogs leaving the property. Whitney suggested that the applicant and property owner review staff's recommended conditions of approval and inform the Commission of any concerns.

DRAFT

Chair Yeager reopened the public hearing and sought comment.

Christopher Forslund of 47659 Acacia Trail, Fish Lake Township – Forslund expressed appreciation for the updated application materials but noted that he still had concerns with the request. Forslund questioned who would be responsible for the kennel, who would be liable for the dogs if they left the property, and the definition of commercial sales as applied to the request. Additionally, Forslund noted the lack of detail about the noise evaluation and suggested that the Commission consider requiring insurance for the activity.

Kevin Rausch of 47440 Acacia Trail, Fish Lake Township – Rausch commented that he appreciated the proposed reduction in the number of dogs. Additionally, Rausch shared that he recently learned that Chisago County didn't have animal control and questioned who would enforce conditions of the IUP if approved.

With no other persons wishing to speak, ***motion*** by Sutcliffe to close the public hearing; second by DuBose. The **motion passed** 6-0.

Whitney asked the applicant and property owner if they had any concerns with the recommended conditions of approval. While Bearhart was reviewing the conditions, Chair Yeager inquired about the fenced enclosure(s). Waggoner responded that there was previously a fully enclosed chain link fence adjacent to the house and the applicant had just recently finished installing a 6' tall wood fence enclosure adjacent to the garage and connecting to the chain link fence. Whitney questioned if the two fenced areas were open to each other or separated. Bearhart responded that she had removed a section of the chain link fence so that the two fenced areas were now open to each other and no longer separate. McCarthy reviewed noise standards and questioned where on the property the noise readings were taken. Waggoner responded that he took readings at the west and east property boundaries and near the garage, adding that the readings were taken on a windy day. DuBose questioned if the recently installed wood fence was secured to the previously installed chain link fence. Waggoner responded that the two fences were connected. Sutcliffe inquired with staff who would be responsible for enforcing the conditions if the IUP was approved. Gervais explained that the Code Enforcement Officer would assist in enforcing the conditions; however, the Chisago County Sheriff's Office would likely become involved if there were issues with excessive barking or dogs leaving the property. Chair Yeager questioned if the applicant and property owner had any concerns with recommended condition no. 8 which required that fenced enclosures not be located any closer than 400' to any property boundary. Waggoner responded that he didn't have any concern with this requirement. DuBose inquired if the Fish Lake Town Board had reviewed the amended application. Gervais responded that the Town Board had not formally reviewed the amended request as the new materials were submitted the week prior to the Planning Commission meeting.

Motion by McCarthy to adopt Resolution No. PC2023-1201, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing a Residential Kennel on property located at 450 Badger Boulevard in Fish Lake Township, with Findings of Fact as presented and conditions amended such that the IUP would expire when Bearhart no longer resided on the property and that the property owner would be responsible for notifying the County when Bearhart no longer resided on the property.

Bearhart sought clarification on recommended condition no. 7d. Whitney noted that, per the recommended conditions, only two dogs were allowed outside of the structures at any given time and the recommended condition which required installation of landscaping materials (no. 7d) seemed excessive and overly burdensome. The Commission discussed options for amending recommended condition no. 7d and generally agreed that the landscaping verbiage should be eliminated. McCarthy accepted the amendment to recommended condition no. 7d as part of his motion; second by Whitney. The **motion passed** 6-0.

Conditions as Amended:

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than ten (10) adult dogs in accordance with updated application materials dated received November 27 and November 28, 2023 and kept on file with the Department of Environmental Services. This approval also allows a maximum of two litters of puppies per year, so long as the puppies are removed from the property by four (4) months of age.
2. All dogs shall be housed indoors in either the dwelling or the detached garage, apart from brief periods of time for waste elimination occasional and outdoor activity in which the dogs will either be confined to a fenced enclosure or allowed outside of the fenced enclosure with direct supervision of a resident of the property. No more than two (2) adult dogs shall be outdoors at the same time, whether in the fenced enclosure or outside of the fenced enclosure with direct supervision of a resident of the property.
3. The detached garage / kennel shall be equipped for both heating and cooling.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household.
7. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following measures:
    a. The detached garage / kennel shall be fully insulated with insulation specifically designed for soundproofing.
    b. The permit holder shall maintain existing vegetation (large stands of trees) between the dwelling / detached garage and the adjacent property boundaries. Further, the property owner shall replace dying, dead, or downed vegetation.
    c. The permit holder shall implement “quiet hours” / “outside hours” for the ten (10) adult dogs as follows:
        i. Aside from brief periods of time for waste elimination, no dogs shall be allowed outdoors before 8:00 am or later than 9:00 pm.
        ii. Per condition no. 2 above, no more than two (2) adult dogs shall be outdoors at the same time.
    d. To further mitigate adverse impacts related to noise and limit the dogs’ view and agitation from activity on neighboring parcels, the permit holder shall ~~either plant and maintain additional landscaping around all segments of the fenced enclosures AND/OR~~ construct all fenced enclosures with board-on-board fencing material at least six (6’) feet in height so as to create a solid visual barrier between the dogs and the neighboring parcels. ~~If installing additional landscaping, it shall include low-growing varieties to achieve the visual barrier. Plantings and/or fence~~ Fence construction shall be completed within one (1) year of Interim Use Permit approval.
8. Existing and future fenced enclosure(s), for purposes of dog containment, shall be located no closer than 400 feet to any property boundary.
9. There shall be no commercial activity of any kind associated with the Residential Kennel, apart from the sale of puppies (referenced in condition no. 1) on an appointment-only basis. For the purposes of this approval, prohibited commercial activity shall be defined as, but not limited to: boarding, grooming, training, vaccinating, microchipping, artificial insemination, and birthing assistance for non-resident dogs. Further, the property shall not be utilized as a commercial dog park and, instead, shall only be utilized by resident dogs.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards and licensing.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

DRAFT

12. Any expansion of the approved use, including the number of adult dogs or the number of litters per year or as otherwise determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
13. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.
14. This Interim Use Permit shall expire at such time that the property is no longer ~~owned in full or in part by Jordan Waggoner or Sheryl Bearhart (in the event that Bearhart purchases the property from Waggoner)~~ occupied by Sheryl Bearhart. The property owner shall be responsible for notifying the Department of Environmental Services when Bearhart vacates the property.

Old Business – None

New Business

Adoption of 2024 Meeting Schedule – Coordinator Gervais presented the Planning Commission with a draft meeting schedule for 2024, noting that there were no changes to meeting dates or times aside from the July regular meeting and tour given that the regular meeting fell on July 4th. Gervais proposed that the July meeting be held on Wednesday, July 3, 2024 and the July tour be conducted on Tuesday, July 2, 2024. DuBose commented that people often traveled for the July 4th holiday making a July 3rd meeting difficult.

Motion by DuBose to adopt the 2024 meeting schedule as presented and with amendments so that the July tour would be conducted on Wednesday, July 10, 2024 and the regular July meeting would be held on Thursday, July 11, 2024; second by Wille. The Commission discussed whether or not to adjust the application deadline for the July meeting. Gervais commented that any change to the application deadline may also impact the Board of Adjustment and Appeals and suggested leaving the application deadline as presented. The **motion passed 6-0.**

Communications and Reports

County Board Liaison Report / Update – County Commissioner Greene reported that the County Board approved the levy at 3.3% at its December 6, 2023 meeting. On the same date, the County Board also held the Truth in Taxation meeting and the main concern from property owners seemed to be increased property valuations. The Board also approved advertising for committee openings, including Planning Commission seats currently held by Commissioners Leivian and Whitney.

Miscellaneous – None

Adjourn Meeting – ***Motion*** by Wille to adjourn the meeting; second by Whitney. The **motion passed** 6-0. The meeting was adjourned at 7:38 p.m.

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

DRAFT

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** **11**
Title of Item for Consideration: Sheryl Bearhart Interim Use Permit – Residential Kennel	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Property owner Jordan Waggoner and Applicant Sheryl Bearhart are requesting an Interim Use Permit to allow a Residential Kennel to house up to ten (10) adult dogs and up to two litters of puppies. The subject property is 40± acres in size and located at 450 Badger Blvd., Fish Lake Township (PID #03.00041.00).

At their meeting of November 2, 2023, the Planning Commission opened the requisite public hearing and commenced review of the request, which at the time included an expanded commercial kennel scope and the housing of up to 29 adult dogs. In due consideration, the Commission received reports and testimony and took action to continue the public hearing and review to its December 7, 2023, meeting. The 60-day review period was extended as a result.

At their meeting of December 7, 2023, the Planning Commission continued the public hearing and application review process. The applicant presented a revised application reducing the maximum number of adult dogs to be housed and removing all commercial elements to the proposal. The resulting request is a proposed Residential Kennel which houses up to ten (10) dogs and a maximum of two litters per year. The revised proposal was presented, and additional applicant and public testimony was received. Upon conclusion of the Hearing, the Commission recommended unanimous approval (6-0) of the Interim Use Permit with conditions, per Resolution No. PC2023-1201. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline is February 1, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff;
- Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
- The County Board may extend review of the application (up to a total of 120 days) consistent with the already extended February 1, 2023, deadline. If extended review is required, it is recommended staff be directed to notify the applicant in writing of the Boards 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 23/1220-___
- Planning Commission Presentation of December 7, 2023
- Planning Commission Staff Reports & Hearing Packets of November 2nd and December 7th
- Planning Commission Minutes of November 2nd and December 7th (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Sheryl Bearhart request for an Interim Use Permit to allow a Residential Kennel at 450 Badger Blvd., Fish Lake Township. The following is the suggested language for the motion:

"Move to Approve Resolution No. 23/1220_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Sheryl Bearhart request for an Interim Use Permit to allow a Residential Kennel at 450 Badger Blvd., Fish Lake Township (PID #03.00041.00)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve _____	Deny _____	Other CEB

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/1220-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING A RESIDENTIAL KENNEL ON PROPERTY LOCATED AT 450 BADGER BOULEVARD IN FISH LAKE TOWNSHIP

WHEREAS, applicant Sheryl Bearhart and property owner Jordan Waggoner submitted an application dated received September 29, 2023 and considered complete on October 4, 2023 for an Interim Use Permit allowing a Residential and Commercial Kennel on property located at 450 Badger Boulevard in Fish Lake Township; and

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

WHEREAS, the subject site is 40.00± acres in size and legally described as:

PID 03.00041.00
Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4) of Section 4, Township 36, Range 22, Chisago County, Minnesota.

WHEREAS, the Planning Commission received the application and a presentation from the Land Services Coordinator, discussed the request with the applicant and property owner, and opened the public hearing on November 2, 2023 and ultimately continued the public hearing to December 7, 2023 and instructed the applicant and property owner to provide specific materials for further review and consideration on December 7, 2023; and

WHEREAS, based on the Planning Commission's November 2, 2023 action, the County extended the review period by 60 days (expiring on February 1, 2024); and

WHEREAS, the Planning Commission heard from the Land Services Coordinator, the applicant and property owner, invited members of the public to comment, received additional materials from the applicant and property owner as requested, and closed the public hearing on December 7, 2023; and

WHEREAS, the additional materials submitted by the applicant and property owner on November 27 and November 28, 2023 indicated that the request for IUP had been amended to eliminate the Commercial Kennel component; and

WHEREAS, the Planning Commission recommended approval of the amended request for Interim Use Permit with conditions per Resolution No. PC2023-1201; and

WHEREAS, the Board of Commissioners considered the amended request and the Planning Commission's recommendation at its December 20, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use of Residential Kennel; however, the Zoning Ordinance (development policy) provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and*

commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

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

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

Finding #3 *The dogs associated with the proposed Residential Kennel are intended to be housed within the dwelling as well as the detached garage, with limited periods of outdoor time. County staff estimates that the dwelling is situated approximately 170' from the centerline of Badger Boulevard and roughly 450' to 830' from all property boundaries, and that the detached garage is situated approximately 165' from the centerline of Badger Boulevard and roughly 480' to 800' from all property boundaries. In addition to these distances, the applicant reports that the subject site has existing vegetation (trees) located adjacent to the north, east, and south property boundaries as well as trees located adjacent to the west side of the dwelling. Additionally, the applicant reports that changes in elevation provide natural screening from the west and east. Therefore, the County finds that the subject site is sufficiently separated by distance and screening (i.e., existing vegetation and changes in elevation) from adjacent development so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Residential Kennel will utilize the existing dwelling and detached garage to house all dogs. Additionally, the proposed kennel will utilize fenced enclosures for outdoor dog activity. Being that the proposed Residential Kennel will have no impact on the exterior appearance of the existing structures, the County finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the dwelling and detached garage. Further, given the existing tree lines located adjacent to the north, east, and south property boundaries, as well as the existing stand of trees located west of the structures, the County further finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the outdoor fenced enclosures.*

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Kennel is for residential use rather than commercial use, the applicant is not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns specifically related to traffic hazards or congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County did receive verbal and written testimony during the November 2, 2023 public hearing suggesting that noise was a concern amongst surrounding property owners. The County finds that noise resulting from the Residential Kennel can be mitigated with implementation of appropriate measures and conditions, such as distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the detached garage / kennel, and implementation of established quiet hours. If these measures and conditions are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than ten (10) adult dogs in accordance with updated application materials dated received November 27 and November 28, 2023 and kept on file with the Department of Environmental Services. This approval also allows a maximum of two litters of puppies per year, so long as the puppies are removed from the property by four (4) months of age.
2. All dogs shall be housed indoors in either the dwelling or the detached garage, apart from brief periods of time for waste elimination occasional and outdoor activity in which the dogs will either be confined to a fenced enclosure or allowed outside of the fenced enclosure with direct supervision of a resident of the property. No more than two (2) adult dogs shall be outdoors at the same time, whether in the fenced enclosure or outside of the fenced enclosure with direct supervision of a resident of the property.
3. The detached garage / kennel shall be equipped for both heating and cooling.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household.
7. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following measures:
    a. The detached garage / kennel shall be fully insulated with insulation specifically designed for soundproofing.
    b. The permit holder shall maintain existing vegetation (large stands of trees) between the

dwelling / detached garage and the adjacent property boundaries. Further, the property owner shall replace dying, dead, or downed vegetation.

c. The permit holder shall implement "quiet hours" / "outside hours" for the ten (10) adult dogs as follows:
    i. Aside from brief periods of time for waste elimination, no dogs shall be allowed outdoors before 8:00 am or later than 9:00 pm.
    ii. Per condition no. 2 above, no more than two (2) adult dogs shall be outdoors at the same time.

d. To further mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall construct all fenced enclosures with board-on-board fencing material at least six (6') feet in height so as to create a solid visual barrier between the dogs and the neighboring parcels. Fence construction shall be completed within one (1) year of Interim Use Permit approval.

8. Existing and future fenced enclosure(s), for purposes of dog containment, shall be located no closer than 400 feet to any property boundary.

9. There shall be no commercial activity of any kind associated with the Residential Kennel, apart from the sale of puppies (referenced in condition no. 1) on an appointment-only basis. For the purposes of this approval, prohibited commercial activity shall be defined as, but not limited to: boarding, grooming, training, vaccinating, microchipping, artificial insemination, and birthing assistance for non-resident dogs. Further, the property shall not be utilized as a commercial dog park and, instead, shall only be utilized by resident dogs.

10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards and licensing.

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

12. Any expansion of the approved use, including the number of adult dogs or the number of litters per year or as otherwise determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.

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

14. This Interim Use Permit shall expire at such time that the property is no longer occupied by Sheryl Bearhart. The property owner shall be responsible for notifying the Department of Environmental Services when Bearhart vacates the property.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: December 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

AFTER-THE-FACT INTERIM USE PERMIT FOR RESIDENTIAL ~~AND COMMERCIAL~~ KENNEL

Sheryl Bearhart and Jordan Waggoner
450 Badger Boulevard
Fish Lake Township
PID 03.00041.00

Public Hearing Continued from November 2, 2023

BACKGROUND

The Planning Commission opened a public hearing on November 2nd to consider an after-the-fact Interim Use Permit request for a Residential and Commercial Kennel for up to 29 adult dogs and up to two litters of puppies on 40.00± acres in the Agricultural (AG) District. After receiving a verbal report from staff, hearing from the applicant and property owner, and opening the public hearing, the Planning Commission motioned to continue the public hearing to its December 7, 2023 meeting. As a result, the 60-day review period was extended by an additional 60 days. Additionally, the applicant and property owner were instructed to provide specific information for further review and consideration at the Planning Commission's December 7, 2023 meeting.

Upon review of the new materials, it appears that the request has been amended to eliminate the Commercial Kennel component and to allow a Residential Kennel with up to 10 dogs and up to two litters per year.

The Planning Commission will now continue the public hearing, review the new materials, and provide a recommendation for the County Board's consideration.



ANALYSIS OF UPDATED APPLICATION MATERIALS

In response to the Planning Commission's request for additional information, the applicant and property owner provided the following:

- A written statement from property owner Jordan Waggoner;
- An updated application form;
- An updated written narrative;
- A kennel layout plan; and
- A business filing from the Secretary of State's website.

Written Statement from Property Owner Jordan Waggoner:

- Waggoner provided a written statement explaining that he is authorizing Bearhart to seek approval of an IUP for a Residential Kennel which houses up to 10 dogs and a maximum of two litters per year. The statement also explains that Waggoner and Bearhart have "an explicit agreement that there will be no commercial, retail, or storefront operations taking place" on the subject site.

ANALYSIS OF UPDATED APPLICATION MATERIALS

Written Narrative:

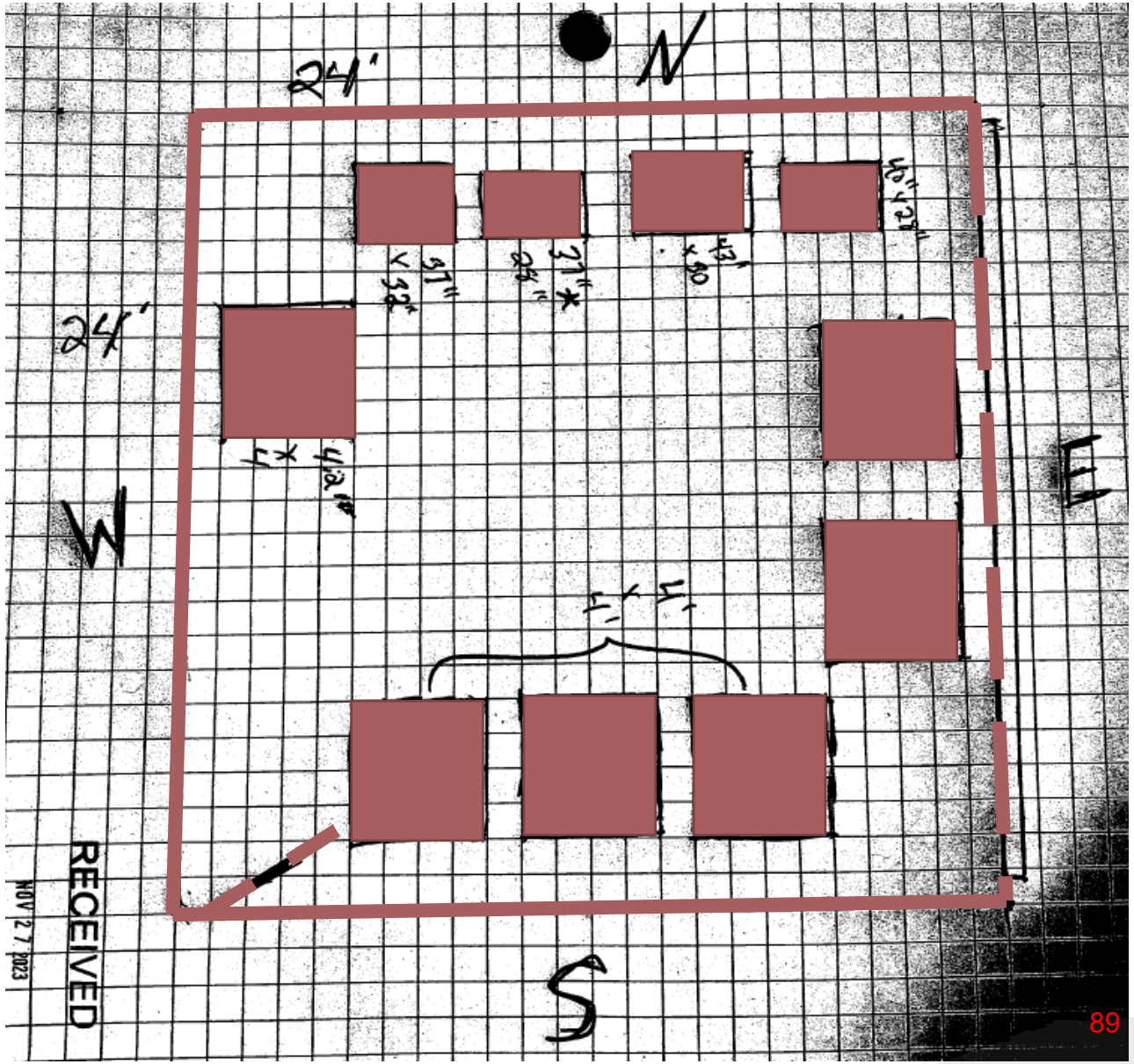
- The narrative begins by indicating that the applicant is amending the request to eliminate the Commercial Kennel component and to increase the number of dogs associated with the proposed Residential Kennel to 10 adult dogs and up to two litters of puppies per year.
    - Based on the County's definitions of Residential Kennel and Commercial Kennel, if the applicant's intent is to breed the dogs to produce two litters for commercial purposes, staff questions whether or not a Commercial Kennel IUP is still required for this component. However, the property owner has cited a 2018 IUP for Residential Kennel which includes a condition allowing "occasional litters of puppies".
    - As of November 28, 2023, staff found no evidence that the property was being advertised as a commercial dog park on www.sniffspot.com. The website notes that "the host has made this spot indefinitely unavailable for bookings".
- In response to the request for a noise evaluation / study, the narrative reports that the applicant took decibel readings from the west and east property boundaries. The results showed a reading of 40-70 decibels with no audible sound of barking. A reading was also taken next to the garage / kennel and the results showed 50-70 decibels while the dogs were barking. The applicant states that no barking can be heard beyond 100' from the garage / kennel. Staff notes that no additional detail is provided about the noise evaluation (i.e., method of conducting the noise evaluation, number of dogs on-site during noise evaluation, etc.).

ANALYSIS OF UPDATED APPLICATION MATERIALS

Written Narrative, Continued:

- The narrative provides detail about the detached garage / kennel, including:
  - The structure is now reported to be 24' x 24' (576 sf) in size, which is slightly larger than the 20' x 26' (520 sf) structure reported in the original application materials.
  - The structure is reported to be fully insulated, but there is no additional detail provided (i.e., type of insulation, specifications, etc.).
  - Noise reduction panels have been installed in the structure to help mitigate noise, but there is no additional detail provided (i.e., type of panels, specifications, etc.).
  - The garage / kennel will include 10 individual kennels / crates.
- In response to the request for detail about proposed fencing materials / specifications, the written narrative explains that the site currently includes a "larger" enclosed chain link area located on the west side of the dwelling and an enclosed wood panel fence located on the north side of the garage / kennel. Additionally, the applicant is reporting that more fencing may be added in the future. Staff notes that no additional detail is provided about the fenced enclosures (i.e., size of fenced areas, height of fences, location and specifications of future fencing, etc.). Staff also notes that one of the concerns identified in the November 2, 2023 staff report was that the site plan did not show any areas where the fencing formed a complete enclosure to ensure containment of the dogs. While the updated written narrative suggests that there are two fenced enclosures, the applicant has not provided an updated site plan to illustrate that these fenced areas are completely enclosed.
- The narrative explains that dogs are allowed outside at least five times throughout the day, with duration being 15 minutes to one hour. Additionally, the dogs are allowed outside in turns when residents of the subject site are outside. The dogs alternate being inside the dwelling and the garage / kennel.

ANALYSIS OF UPDATED APPLICATION MATERIALS



Kennel Layout Plan:

- The kennel layout plan shows a 24’ x 24’ structure with locations and dimensions of 10 kennels / crates, including:
  - 3 – 4’ x 4’ x 4.5’
  - 2 – 50” x 30” x 42”
  - 1 – 40” x 28” x 30”
  - 1 – 43” x 30” x 32”
  - 1 – 37” x 32” x 32.5”
  - 1 – 37” x 25” x 29”
  - 1 – 4.2’ x 4’ x 4.5’

- No other detail is provided about the garage / kennel (i.e., floor material, floor drains, etc.).

ANALYSIS OF UPDATED APPLICATION MATERIALS

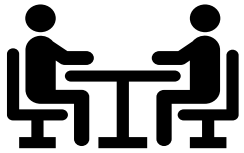
Business Filing:

- As requested by the Planning Commission, Bearhart provided documentation verifying that she's an authorized agent of Designer Dogs MN LLC. Staff visited the Secretary of State website and confirmed the updated information.
- Staff notes that Designer Dogs MN LLC is no longer included on the application materials. Based on this and the understanding that the applicant has eliminated the Commercial Kennel component of the request and is only seeking approval of an IUP for Residential Kennel, there is no longer any need for the applicant to verify that she's a registered agent of the business or for the Planning Commission to focus discussion on this aspect.

PROPOSAL ANALYSIS – ORIGINAL SITE PLAN



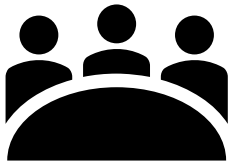
REVIEW PROCESS



Technical Review Committee
October 11, 2023

The Committee met with applicant Sheryl Bearhart. Bearhart confirmed that she rents the property from Jordan Waggoner and that Waggoner is fully aware of all existing and proposed Kennel activities. When asked to provide more detail about the proposed Commercial Kennel activities, Bearhart explained that:

- Dogs will be housed in “extra large” crates in the detached garage (not the larger pole building).
- The primary dog breed is Exotic Bully. Staff notes for the Commission’s reference that, based on information found on www.bubblypet.com, when fully grown, Exotic Bullies can be up to 13” in height and can weigh between 30 and 50 pounds.
- The crates will be sanitized daily.
- Dog waste will be bagged and placed in the household garbage receptacles and, presumably, collected weekly. However, Bearhart is investigating the option of composting dog waste.
- When asked about the proposed service of providing vaccinations, Bearhart stated that she will provide all vaccinations with the exception of rabies vaccinations.
- Based on her meeting with the Fish Lake Town Board, Bearhart shared that she was investigating the possible need for a State license in order to operate a Commercial Kennel.



Fish Lake Town Board
October 9, 2023

- Recommended denial, noting a lack of information on housing, fencing and vaccinations



State Mandated Review Period

- Extended review period expires on February 1, 2024

STAFF RECOMMENDATION

Upon review of the updated materials provided by the applicant and property owner, staff still has concerns about the lack and quality of information needed to review the proposed IUP thoroughly and adequately. However, staff believes that the proposed use generally complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Chisago County Comprehensive Plan and that it may be possible to mitigate negative impacts with approval and implementation of appropriate conditions. For the sake of discussion and development of a recommendation by the Planning Commission, **staff recommends approval** of the amended request with conditions.

Alternatively, if the Planning Commission supports a recommendation of denial, staff has provided a draft resolution with draft Findings of Fact to support said recommendation. The Planning Commission may amend these findings as deemed appropriate.

Recommended Conditions:

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than ten (10) adult dogs in accordance with updated application materials dated received November 27 and November 28, 2023 and kept on file with the Department of Environmental Services. This approval also allows a maximum of two litters of puppies per year, so long as the puppies are removed from the property by four (4) months of age.
2. All dogs shall be housed indoors in either the dwelling or the detached garage, apart from brief periods of time for waste elimination occasional and outdoor activity in which the dogs will either be confined to a fenced enclosure or allowed outside of the fenced enclosure with direct supervision of a resident of the property. No more than two (2) adult dogs shall be outdoors at the same time, whether in the fenced enclosure or outside of the fenced enclosure with direct supervision of a resident of the property.

STAFF RECOMMENDATION, CONT.

3. The detached garage / kennel shall be equipped for both heating and cooling.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household.
7. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following measures:
    a. The detached garage / kennel shall be fully insulated with insulation specifically designed for soundproofing.
    b. The permit holder shall maintain existing vegetation (large stands of trees) between the dwelling / detached garage and the adjacent property boundaries. Further, the property owner shall replace dying, dead, or downed vegetation.
    c. The permit holder shall implement “quiet hours” / “outside hours” for the ten (10) adult dogs as follows:
        i. Aside from brief periods of time for waste elimination, no dogs shall be allowed outdoors before 8:00 am or later than 9:00 pm.
        ii. Per condition no. 2 above, no more than two (2) adult dogs shall be outdoors at the same time.
    d. To further mitigate adverse impacts related to noise and limit the dogs’ view and agitation from activity on neighboring parcels, the permit holder shall either plant and maintain additional landscaping around all segments of the fenced enclosures AND/OR construct all fenced enclosures with board-on-board fencing material at least six (6’) feet in height so as to create a solid visual barrier between the dogs and the neighboring parcels. If installing additional landscaping, it shall include low-growing varieties to achieve the visual barrier. Plantings and/or fence construction shall be completed within one (1) year of Interim Use Permit approval.

STAFF RECOMMENDATION, CONT.

8. Existing and future fenced enclosure(s), for purposes of dog containment, shall be located no closer than 400 feet to any property boundary.
9. There shall be no commercial activity of any kind associated with the Residential Kennel, apart from the sale of puppies (referenced in condition no. 1) on an appointment-only basis. For the purposes of this approval, prohibited commercial activity shall be defined as, but not limited to: boarding, grooming, training, vaccinating, microchipping, artificial insemination, and birthing assistance for non-resident dogs. Further, the property shall not be utilized as a commercial dog park and, instead, shall only be utilized by resident dogs.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards and licensing.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
12. Any expansion of the approved use, including the number of adult dogs or the number of litters per year or as otherwise determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
13. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.
14. This Interim Use Permit shall expire at such time that the property is no longer owned in full or in part by Jordan Waggoner or Sheryl Bearhart (in the event that Bearhart purchases the property from Waggoner).

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Interim Use Permit based on factors deemed appropriate.
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on February 1, 2024 and the next regularly scheduled Planning Commission meeting will be held on January 4, 2024, allowing the County Board one meeting to consider the request prior to the expiration of the review period.

ACTION REQUESTED

- Continue the public hearing and receive any additional public testimony.
- Upon closing the public hearing, motion to adopt Resolution No. PC2023-1201, a resolution recommending approval of an Interim Use Permit allowing a Residential Kennel on property located at 450 Badger Boulevard in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Interim Use Permit for Residential and Commercial Kennel
450 Badger Boulevard, Fish Lake Township
DATE: November 2, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an after-the-fact Interim Use Permit (IUP) allowing a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District.

Applicant Sheryl Bearhart submitted a written request on October 13, 2023 asking the Planning Commission to table the request until its December 7, 2023 meeting, explaining that there are a couple of issues that she wasn't aware of and would like to get in order.

SITE & APPLICATION INFORMATION

Applicant(s):	Sheryl Bearhart
Property Owner(s):	Jordan Waggoner
Location:	450 Badger Boulevard Fish Lake Township Section 4, Township 36, Range 22
PID:	03.00041.00
Property Area:	40.00± 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:	September 29, 2023
Date Application Complete:	October 4, 2023
60-Day Review Period:	December 3, 2023



BACKGROUND

Applicant Sheryl Bearhart and property owner Jordan Waggoner are requesting an after-the-fact Interim Use Permit (IUP) to allow a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District.

The Zoning Ordinance defines Kennels as follows:

- Residential Kennel – Any place where three (3) or more dogs and three (3) or more cats, over the age of four (4) months of age, or ten (10) or more other domestic companion animals are kept as pets.

- Commercial Kennel – Any place where three (3) or more dogs or three (3) or more cats, over the age of four (4) months of age, or ten (10) or more other domestic companion animals are housed, bred, boarded or trained.

This request is a direct result of code enforcement efforts. The Department of Environmental Services (Department) provided written notice to property owner Jordan Waggoner, dated August 23, 2023, that reported violations of the Zoning Ordinance were confirmed by the Department upon completion of a site visit, and the property owner was informed that the violations must be abated. Through the enforcement process, staff learned that Waggoner rents the property to applicant Sheryl Bearhart. Therefore, Bearhart has submitted the request for IUP and Waggoner has consented as property owner.

SITE ANALYSIS

The 40.00± acre subject site is located immediately northeast of the intersection of Acacia Trail / CSAH 4 and Badger Boulevard in Fish Lake Township. The site is more generally located approximately six-tenths of a mile west of Goose Lake. The site has been developed with a dwelling, a detached garage, a shed, and other possible detached accessory structures. While the property is situated on both the north and south sides of Badger Boulevard, all structures are located on the north side.



Topography of the site includes elevations ranging from 924' on the south side of Badger Boulevard to 960' slightly west of the structures, significant wetland areas, and areas of tree cover. The adjacent image illustrates 1' contours (elevations) and wetland areas (yellow and green shading). The circle identifies the locations of the dwelling and detached garage.

The subject site and all surrounding properties are located in the AG District. Properties in the general area range widely in size from 5.3 acres to 74 acres, with smaller properties immediately west and east (5.3 acres to 7 acres) and larger properties to the north and south (40 acres to 74 acres). The majority of surrounding properties appear to be used for residential purposes.

PROPOSAL ANALYSIS

The written narrative explains that the business, operating under the name of DesignerDogs Mn, is seeking approval to operate both a Residential and Commercial Kennel on property located at 450 Badger Boulevard in Fish Lake Township. The business will house personal dogs in the dwelling (Residential Kennel) and utilize a detached garage to house non-personal dogs (Commercial Kennel). The application materials and additional information provided by the applicant offer the following details:

- There are currently five personal dogs and one puppy on-site, along with ten dogs that are being temporarily housed until rehomed and three puppies "waiting for their forever home". Staff is unaware of the ages of the puppies, but, if they are less than four months of age, they would not be factored into the total count. The personal dogs are currently housed within the dwelling

(Residential Kennel) and all other dogs are housed in kennels inside the insulated detached garage (Commercial Kennel).

- The proposed Kennels will only house dogs and no other types of animals will stay on the site.
- The business provides / will provide services, including, but not limited to vaccinations, microchipping, boarding, grooming, breeding, artificial insemination, and birthing assistance.
- The business provides breeding services and also breeds select dogs, with the possibility of having two litters of puppies at any given time. These dogs are kept in the dwelling. The business proposal indicates that the dwelling could potentially accommodate seven dogs and two litters of puppies with each litter having a maximum of 15 puppies (total of seven dogs and 30 puppies). When questioned about the puppies, the applicant shared that "litters are sold, adopted or given to families" and they're on-site until they're approximately 10 weeks old.
- Based on the information provided, it appears that the request includes up to seven dogs within the dwelling (presumably a mix of personal / Residential Kennel and non-personal / Commercial Kennel dogs) and up to 22 dogs within the detached garage (Commercial Kennel) for a total of 29 dogs and 30 puppies. As previously mentioned, puppies less than four months of age are not factored into the total number for zoning purposes.
- The applicant reports that the detached garage is 20' x 26' (520 sf) in size and can house up to 22 dogs. The garage is secured with locked doors only accessible by the residents. The garage is heated with an electric heater during winter months and cooled with multiple oscillating fans during summer months. The garage also features an air purifier.
- Kennels are cleaned and sanitized daily. The business uses a product (Wysiwash) to sanitize, deodorize, and neutralize mold and algae spores.
- Dogs are fed twice daily and water is treated with a product (Corid) to prevent cross contamination.
- All dog waste is bagged and placed in the household garbage receptacles and, presumably, collected weekly. The applicant has provided a statement from a Waste Management employee stating that this is an acceptable practice.
- All dogs are allowed outside time throughout the day for play, exercise, and waste elimination. The applicant shared with staff that four dogs are allowed outside at one time. The dogs are allowed to use two "sizable" fields on the subject site which, the applicant reports, are tree-lined and fenced. Staff notes that the site plan does not show any areas where the existing fencing forms a complete enclosure. When the applicant was questioned about this, she responded that she is currently in the process of adding gates to close the gaps / form complete enclosures. No specific detail has been provided about the fencing material(s) or the size of the fenced enclosures.
- Personal dogs (Residential Kennel) are reported to use the "backyard fenced area" and the non-personal dogs (Commercial Kennel) are reported to use the "fenced field area".
- In regard to noise mitigation, the written narrative explains that existing trees will greatly reduce noise from neighboring properties. Staff notes that there is no specific detail about the existing trees (i.e., varieties, numbers, density, etc.) or a proposal to add additional trees / landscaping or other sound barriers to mitigate noise.
- The hours of operation are reported to be 9:00 am to 5:00 pm, seven days a week by appointment only. However, as a Commercial Kennel which offers boarding, staff assumes that the business will operate 24 hours a day, seven days a week in order to accommodate the boarded animals.

- DesignerDogs Mn will not have any employees and does not intend to have any employees living off-site. Staff interprets this to mean that only residents of the property will operate the business.

Based on the County's GIS Viewer, all structures on the subject site appear to be somewhat centrally located with Badger Boulevard running through the site. The dwelling is situated approximately 170' from centerline of Badger Boulevard and roughly 450' to 830' from all property boundaries. Although the detached garage is setback slightly farther than the dwelling, due to curvature of the road, the garage is situated approximately 165' from the centerline of Badger Boulevard and roughly 480' to 800' from all property boundaries. Staff estimates that the closest neighboring dwelling is situated approximately 870' from the detached garage proposed to be used for Commercial Kennel purposes. This dwelling, owned by Reiter, is located directly east of the subject site / northeast of the detached garage.

REVIEW PROCESS

As part of the review process, the Technical Review Committee met with applicant Sheryl Bearhart on October 11, 2023. Bearhart confirmed that she rents the property from Jordan Waggoner and that Waggoner is fully aware of all existing and proposed Kennel activities. When asked to provide more detail about the proposed Commercial Kennel activities, Bearhart explained that:

- Dogs will be housed in "extra large" crates in the detached garage (not the larger pole building).
- The primary dog breed is Exotic Bully. Staff notes for the Commission's reference that, based on information found on www.bubblypet.com, when fully grown, Exotic Bullies can be up to 13" in height and can weigh between 30 and 50 pounds.
- The crates will be sanitized daily.
- Dog waste will be bagged and placed in the household garbage receptacles and, presumably, collected weekly. However, Bearhart is investigating the option of composting dog waste.
- When asked about the proposed service of providing vaccinations, Bearhart stated that she will provide all vaccinations with the exception of rabies vaccinations.
- Based on her meeting with the Fish Lake Town Board, Bearhart shared that she was investigating the possible need for a State license in order to operate a Commercial Kennel.

The Fish Lake Town Board considered the proposed IUP at its October 9, 2023 meeting and recommended denial, noting a lack of information on housing, fencing and vaccinations.

The application was submitted on September 29, 2023 and deemed complete on October 4, 2023. The State mandated 60-day review period will expire on December 3, 2023.

WRITTEN TESTIMONY

Written testimonies were received from:

- Grant Goblisch of 47692 Anchor Avenue, Fish Lake Township on October 20, 2023
- Grant Goblisch of 47692 Anchor Avenue, Fish Lake Township on October 20, 2023
- Grant Goblisch of 47692 Anchor Avenue, Fish Lake Township on October 24, 2023
- Michelle Reiter of 574 Badger Boulevard, Fish Lake Township on October 25, 2023
- Linda & Michael Gallagher of 47399 Anchor Avenue, Fish Lake Township on October 25, 2023
- Justin & Ann Wood of 700 Badger Boulevard, Fish Lake Township on October 25, 2023

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 (Interim Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed interim use based upon, but not limited to, the general factors

listed below. While staff is not necessarily encouraging the Planning Commission to make a recommendation of approval or denial at this time, staff has provided draft findings, shown in *italics* below, for the Commission's consideration in the event that the Commission chooses to make a recommendation. Alternatively, if the Commission chooses to table the request, these draft findings should provide the applicant with guidance on the types of additional information needed for further consideration.

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, it does identify as an economic development goal that "The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district." The Chisago County Zoning Ordinance provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 *Based on the information provided by the applicant, the County finds that the proposed Residential and Commercial Kennel will have no associated use of public parks, public schools, or other public facilities or utilities.*

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

Finding #3 *The proposed use – including use of the dwelling for Residential Kennel purposes and use of the detached garage for Commercial Kennel purposes – is located no closer than approximately 450' from any property boundary and approximately 170' from the centerline of Badger Boulevard. While there are existing trees haphazardly surrounding the structures and property boundaries, the applicant has not proposed the use of any additional vegetation or screening to address potential negative impacts to adjacent properties. Further, while the applicant has proposed fenced enclosures for outdoor activity, the applicant has not provided any specific details about these enclosures to demonstrate and ensure that dogs will remain on the subject site, and the applicant has not provided detail about the proposed distance between these enclosures from adjacent properties. Without specific detail provided about the existing vegetation (such as types of trees, size of trees, and general dimensions of the stands of trees), methods of screening, or details about the fenced enclosures (such as fence height, fencing materials, and location of fenced enclosures in relation to adjacent properties), the County finds that the applicant has not demonstrated that there is sufficient distance and screening to mitigate potential negative impacts of the proposed use, specifically related to aesthetics, the noise produced by up to 29 adult dogs and 30 puppies, and ensuring that all dogs remain on the subject site and do not trespass onto neighboring properties where they may cause physical harm to persons and property.*

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

Finding #4 *The proposed Residential Kennel will utilize the existing dwelling for personal dogs and the proposed Commercial Kennel will utilize an existing 20' x 26' detached garage for non-personal dogs. As existing structures in the Agricultural (AG) District, the County finds that there is no evidence to suggest that these structures will have an appearance that would have an adverse effect on adjacent properties. However, the County further finds that the applicant has not provided sufficient detail about the proposed outdoor area / fenced enclosures (such as fence height, fencing materials, and location of fenced enclosures in relation to adjacent properties) to determine what the appearance and potential effects will be to adjacent properties.*

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *The proposed Residential and Commercial Kennel is located on a property which has direct access onto Badger Boulevard which is a township road. This segment of Badger Boulevard has a gravel surface, has an improved surface which appears to be 25 feet wide, and runs through the property in a rather curvy manner. The applicant has not provided any specific detail about the anticipated number of customers traveling to and from the subject site on a daily basis; however, based on the proposed number of non-personal dogs (Commercial Kennel) being 22 and other services being offered (such as vaccinations, microchipping, grooming, breeding, and artificial insemination), the County believes that it's very likely that the increased traffic levels could create a significant negative impact on this township road. Ultimately, the County finds that there is insufficient evidence to ensure that the proposed use 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 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare, the County finds that the applicant has not provided sufficient detail to determine potential impacts related to noise and general unsightliness. Aside from suggesting that existing trees will greatly reduce noise from neighboring properties, the applicant has not provided any specific detail about the existing trees or any indication of other methods used to mitigate the noise resulting from up to 29 adult dogs and up to 30 puppies. Further, the applicant has not provided detail about the proposed fenced enclosures to help the County understand the potential visual impacts to nearby properties. Ultimately, the County finds that there is insufficient evidence to ensure that the proposed use will not cause adverse impacts to nearby properties in terms of noise and general unsightliness.*

STAFF CONCERNS, COMMENTS AND RECOMMENDATION

- The application was submitted by applicant Sheryl Bearhart and property owner Jordan Waggoner, and the written narrative provides a business name of DesignerDogs Mn. Based on concerns expressed by the Fish Lake Town Board and neighboring property owners, staff reviewed the State of Minnesota business filing and confirmed that the only registered agent for the business is Richard Carter with a registered office address in St. Paul, MN. Bearhart has verbally confirmed that Carter resides at the Fish Lake Township subject site; however, staff suggests that Bearhart either provide documentation verifying that she's an authorized agent of the business or the application be amended to include Carter. Staff notes that Bearhart did inquire about adding Carter to the application and is, therefore, willing to address this concern.
- The Fish Lake Town Board suggested that a Kennel license would be required from the State of Minnesota. Staff is not entirely certain if a State license is required or not; however, Bearhart has suggested that she needs additional time to investigate this potential requirement.
- The application materials do not make reference to a commercial dog park; however, as part of the County's code enforcement efforts, staff found that the subject site was being advertised on www.sniffspot.com as "Richard's 35 Acre Partially Fenced Private Dog Park in Stanchfield". The listing shows that the dog park charges a fee of $10 per dog per hour with a maximum of 20 dogs per booking. Staff notes that this type of activity requires zoning approval (either as part of the current Kennel request or as a separate CUP for Commercial Recreation Area) and, is therefore, considered an illegal land use. As of the completion of this staff report, this dog park was still being advertised.
- The Planning Commission last considered a request for IUP for Commercial Kennel in July 2023 (Becky Meyer & Bill Lloyd on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township). Using this well-prepared application as an example, staff notes that the current application is lacking significant detail about such things as estimated distances from neighboring properties, screening, a noise evaluation / study, noise mitigation efforts, Commercial Kennel layout / design and size of kennels / crates, fencing materials / specifications, frequency and duration of outdoor time, anticipated amount of customer traffic, and customer parking areas. This is not necessarily an all-inclusive list of concerns but is intended to provide examples of what the Commission has viewed as being important considerations in the recent past.

Given the complexity of this request and the lack of detail in the application materials, which is necessary to conduct a thorough review, and based on the applicant's written request for the Planning Commission to table the request to its December 7, 2023 meeting, **staff recommends that the Planning Commission open the advertised public hearing and either continue the public hearing to the December 7, 2023 meeting (to allow for additional public testimony and submission of supplemental application materials) or close the public hearing and table the request for further consideration at the December 7, 2023 meeting (to allow for submission of supplemental application materials)**. Based on this recommendation, staff has not provided / is not prepared to provide recommended conditions of approval or a resolution for the Planning Commission's consideration.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions established by the Planning Commission.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the

County Board **deny** the Interim Use Permit based on factors deemed appropriate. (*Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion. The draft Findings of Fact, as written, support a recommendation of denial; however, the Commission should amend these findings as deemed appropriate.)*

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the review period expires on December 3, 2023 and the next regularly scheduled Planning Commission meeting is on December 7, 2023, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to either continue the public hearing to December 7, 2023 or, upon close of the public hearing, table the request until December 7, 2023 (as requested by the applicant).

If the Planning Commission chooses to continue the public hearing or table the request in order to allow the applicant additional time, the Commission may wish to advise the applicant on the specific information / detail it would like to have submitted for further consideration.

ATTACHMENTS

1. Application materials:
    a. Application
    b. Written narrative
    c. Site plan
    d. Correspondence from Waste Management
2. Written request from applicant to table to December 7, 2023 meeting
3. Written testimony from Grant Goblisch (3)
4. Written testimony from Michelle Reiter
5. Written testimony from Linda & Michael Gallagher
6. Written testimony from Justin & Ann Wood
7. Aerial photo (1) – subject site
8. Aerial photo (2) – vicinity map

CC: Sheryl Bearhart, applicant
Jordan Waggoner, property owner
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-1898

Township Fish Lake S/T/R 04/036/022 PID# 03.00041.00

Project Address 450 Badger Blvd Stenchfield MN 55080

Property Owner(s) Jordan Waggoner

Mailing Address (If Different from Project Address) 4660 560th St Pine City

Phone# [redacted] Email [redacted]

Applicant(s) Sheryl Beerhart

Mailing Address (If Different from Project Address) _____

Phone# [redacted] Email [redacted]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals
- ☐ Variance
- ☐ Administrative Appeal

Planning Commission
- ☐ Conditional Use Permit (CUP)
- ☒ Interim Use Permit (IUP)
- ☐ Amendment to CUP or IUP
- ☐ Preliminary Plat
- ☐ Rezoning
- ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Dog kennel - Description attached

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

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

SHB — 9.29.23

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:

IUP Fee 525.00
AFTER THE FACT FEE 525.00
Recording Fee $46.00
TOTAL FEE $1,096

Dates:
Application Received: 9-29-23
Complete: 10-4-23
(60) 120 Day Review Period: 12-3-23
Extended Review Period:

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Fish Lake S/T/R 04/036/022 PID# 03.00041.00

Project Address 450 Badger Blvd Stanchfield MN 55080

Property Owner(s) Jordan Waggner

Mailing Address (If Different from Project Address) 4660 560th St. Pine City

Phone# [redacted] Email [redacted]

Applicant(s) Sheryl Bearhart

Mailing Address (If Different from Project Address) _____

Phone# [redacted] Email [redacted]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals
- ☐ Variance
- ☐ Administrative Appeal

Planning Commission
- ☐ Conditional Use Permit (CUP)
- ☒ Interim Use Permit (IUP)
- ☐ Amendment to CUP or IUP
- ☐ Preliminary Plat
- ☐ Rezoning
- ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Dog Kennel - Description attached

SB

Applicant Signature

9.29.23

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 NOV 2, 2023 **Date of Township Presentation** OCT 9, 2023

Township Action Taken (Township Use Only)
- ☐ Recommendation of Approval
- ☒ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Lack of Information Housing / Fencing / Vaccination

Signatures of Township Officials or Authorized Personnel

Bruce Tigwell James Thill Dan Fenger

G:\Counter Forms\Zoning - Planning Zoning Application Form_v032023.docx

Chisago County Department of Environmental Services
Planning & Zoning Application

Authorization to Pursue Application

Submittal of this form is only necessary if the applicant is NOT the property owner

I, the undersigned, being the property owner of record as noted on the accompanying Planning & Zoning Application Form do hereby authorize Sheryl Beerhurt, the applicant for this planning proposal, to pursue this zoning application on / for my property, as legally described on the attached application.

Jordan Waggoner

Print Property Owner Name(s)

Signature(s) of Property Owner(s)

9/29/23

Date

DesignerDogs Mn is a kennel business that started from the rescuing of dogs. It has grown and now houses five personal dogs and one puppy, ten dogs that are being housed for rehome and three puppies waiting for their forever home. We provide an array of services that include but not limited to vaccinations, microchipping, boarding, grooming, breeding, and artificial insemination. Birthing assistance for those who are unsure of the process is also provided. DesignerDogs Mn only provides services for dogs and no other type of animals stay or will stay on the premises.

We are located at 450 Badger Blvd Stanchfield, MN 55080. This property is on 40 acres of land and hours of operation are 9am to 5pm seven days a week by appointment only. We will not have any employees or intend to have any employees living off site in order to obtain these working hours. I have attached a view of the property lines along with the locations of where the residential house is and the outside housing area for some of the dogs is located. At this moment five dogs and one puppy reside in the home and the rest are housed in kennels inside the insulated garage. We are equipped to house 22 dogs in the outside housing area. The outside housing area is secured with a locked door and a garage door that only we can access. In the winter it is heated with an electric heater and cool in the summertime with multiple oscillating fans. An air purifier is also in place. All dogs get outside time to run around, sniff around, play and use the bathroom multiple times a day. This is one of the biggest reasons we love the area. The space is amazing! There are two sizable fields that the previous owner had horses on and are tree lined and fenced. This area is perfect for the dogs to run around and play. The trees also greatly reduce noise from neighbors. However, I would like to add that all adult dogs don't bark randomly. They bark when something unfamiliar is around. We also do not have all dogs out at the same time. This allows us to keep eyes on all dogs at all times. While the dogs are outside they do not leave property lines. Along with the fenced in field there is a fenced backyard attached to the house as well. Dogs that reside in the outside housing area use the fenced field area and the house dogs use the backyard fenced area.

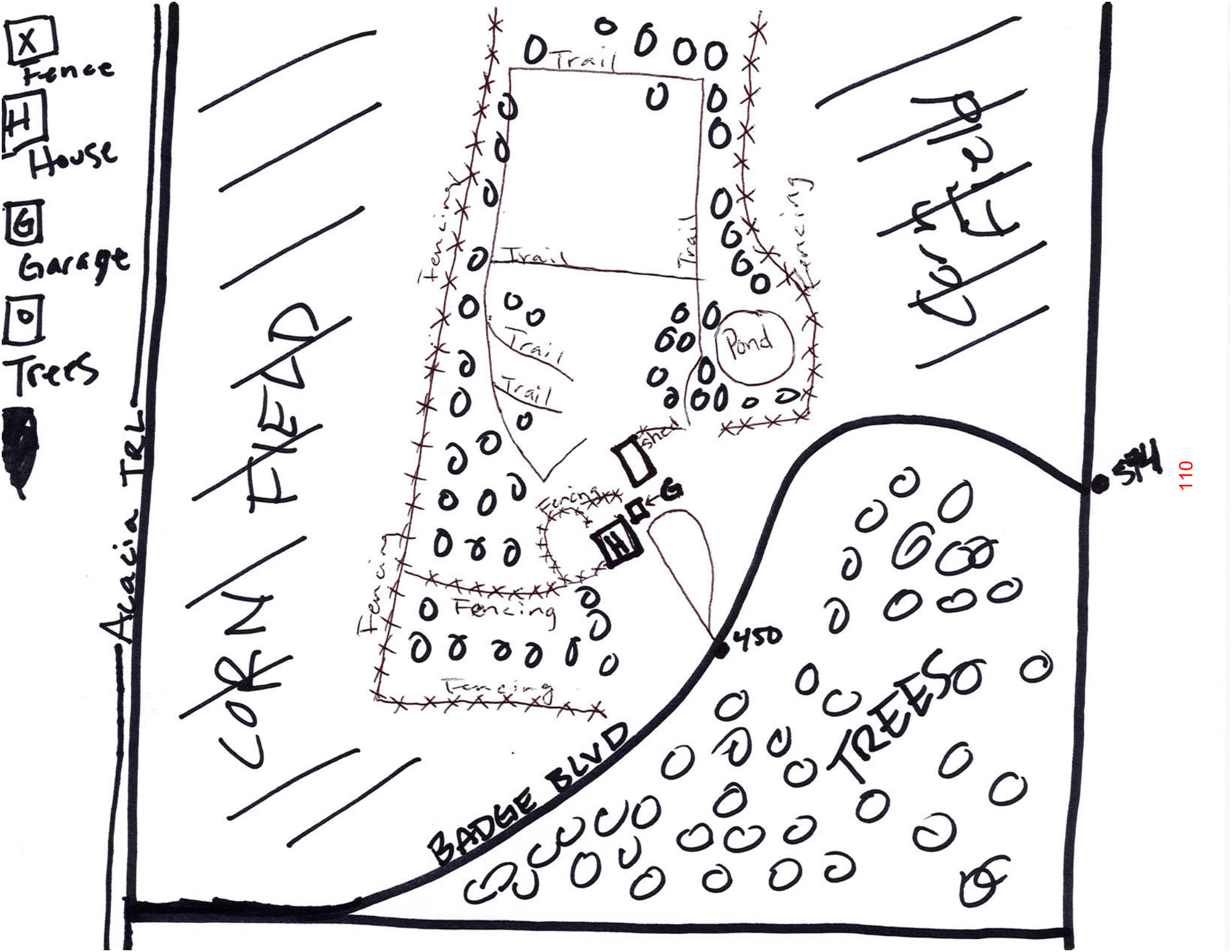
DesignerDogs Mn provides breeding services and also breeds select dogs. It is possible we could have 2 litters of pups at one time. The housing area is located inside the main house for these litters and we will adjust the living arrangements. All in all its

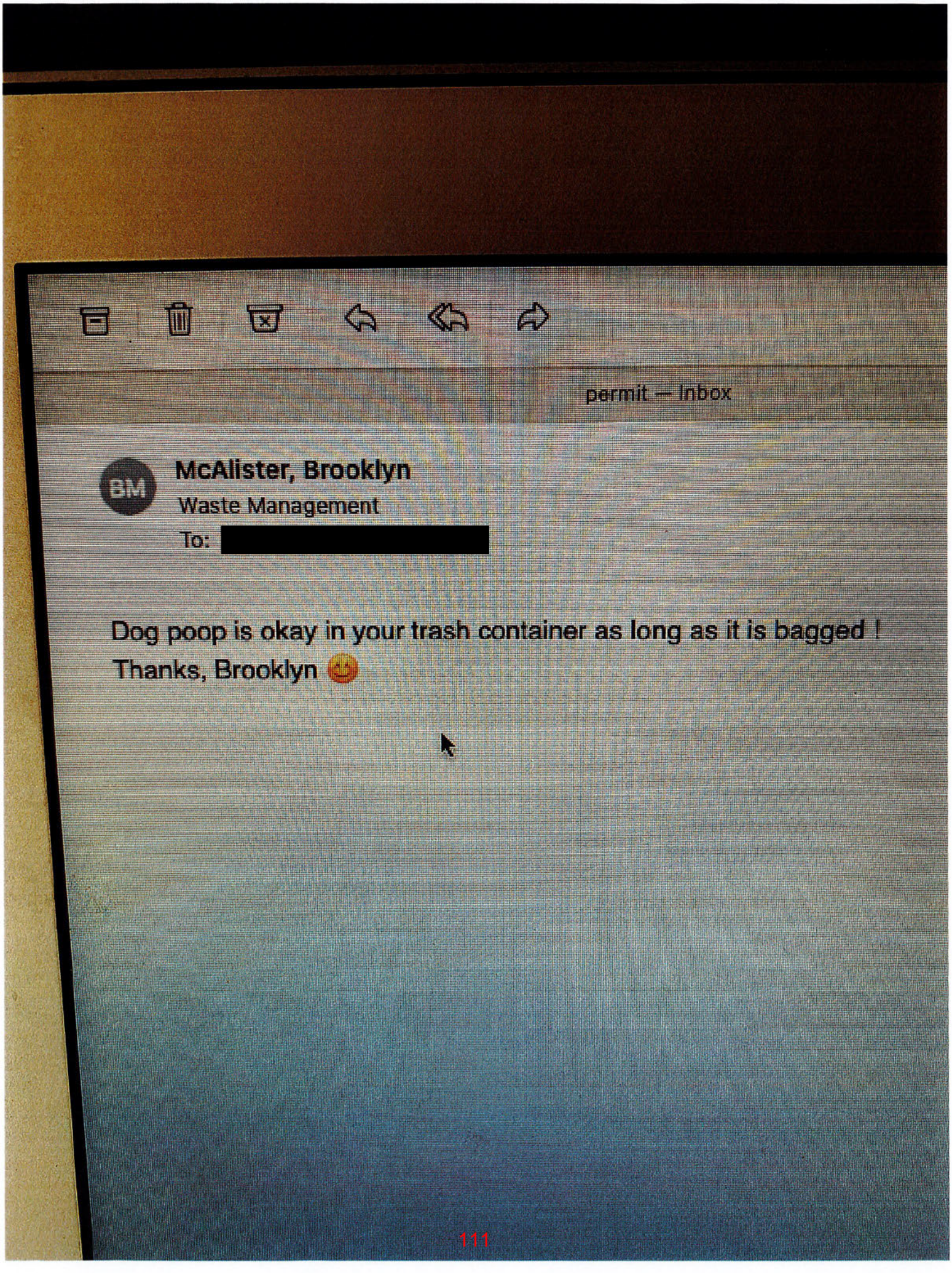
possible for the house to contain 7 dogs and 2 litters of pups with each litter having a max amount of 15 puppies. The outside area can hold up to 22 dogs.

Everyday all kennels are cleaned and sanitized. If a dog has an accident then it is cleaned and sanitized immediately. Any dog waste is cleaned from the yard bagged and thrown into the garbage can. We have contacted Waste Management and they consented this is the best way to get rid of it. I have attached a copy of the email confirming. We use a spray called Wysiwash which sanitizes, deodorizes and neutralizes mold/algae spores. It is safe for animals and environmentally friendly.

All dogs are fed twice daily and fresh water provided is treated with Corid to prevent any cross contamination.

DesignerDogs MN happened organically when people saw our love for dogs. Finding this house was a blessing and we are forever grateful to our landlord for seeing our hearts and how we have helped dog owners provide an amazing space for their loved one to be until they are ready to provide the same for them.


X Fence
H House
G Garage
Trees
Acacia TRL
CORN FIELD
Trail
Trail
Trail
Trail
Fencing
Fencing
Fencing
Fencing
Fencing
Pond
shed
H
G
450
BADGER BLVD
TREES
110


permit — Inbox
BM
McAlister, Brooklyn
Waste Management
To: [redacted]
Dog poop is okay in your trash container as long as it is bagged !
Thanks, Brooklyn

Beth M. Gervais

From: sheryl bearhart [redacted]
Sent: Friday, October 13, 2023 9:18 AM
To: Beth M. Gervais
Subject: Regarding the IUP

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Morning.
This is in regards to the IUP for 450 Badger Blvd. Standchfield, MN 55080. I am asking the board to table my request until the December 7 planning commitee. There are a couple of things that I need to get in order that I wasn't aware of.

Thank you

Sheryl

Beth M. Gervais

From: grant goblisch [redacted]
Sent: Friday, October 20, 2023 12:28 PM
To: Beth M. Gervais
Subject: Proposed kennel operation in fish lake township

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Just voicing my concerns about this issue. I live in close proximity of this place and I think before any decision is made on this matter the county and or state should inspect the proposed grounds and kennels! I've had experience in commercial kennels and I see nothing on this property that even looks like a kennel operation! Is there proper confinement on the grounds? Heated acoustic indoor kennels to keep noise down? Floor drainage in kennel building for proper cleaning and sanitation? Proper vet care is a must! Kennel operations are a breeding grounds for a number of diseases and illnesses in canines and from what I've researched on the individual who wants to do this there is nothing that I can see that he's an experienced kennel owner and operator! And who is actually applying for the license?? That's another gray area!! Background checks should be mandatory before something like this happens! I see a big mess in the making. Thank you for your time. Grant goblisch [redacted]

Beth M. Gervais

From: grant goblisch [redacted]
Sent: Friday, October 20, 2023 6:50 PM
To: Beth M. Gervais
Subject: Kennel operation in fish lake township

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Richard Yellowboy Carter he's living at this property I don't see his name on application! He has a Facebook page that someone should look at before a decision is made

Beth M. Gervais

From: grant goblisch [redacted]
Sent: Tuesday, October 24, 2023 4:29 PM
To: Beth M. Gervais
Subject: Dog kennel in fish lake township

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It has come to my attention that the occupants of this property are advertising the property as a sniffspot a pay to access the property with your dog/dogs I'm concerned because the property is not fenced in ! I think this is potentially dangerous for us homeowners in the immediate vicinity who knows what kind of dogs will be in there? Do you need proof of vaccination to get into the property? I don't need to be looking over my shoulder when I'm outside on my property with my dog and family!!! I've already heard barking and shouting from the property and it's not even been approved yet!! Who's liable if something happens now or in the future? The person advertising the sniffspot isn't one of the people on application!! I really think this is going to be a disaster if they are allowed to kennel dozens of dogs! The danger factor for nearby homeowners should be taken into account not to mention the health and safety of the animals being kenneled! Thank you

Michelle Reiter
574 Badger Blvd
Stanchfield MN 55080

Re: IUP Commercial/Residential dog kennel at 450 Badger Blvd

Dear Planning Commision Members,

I am writing today to express my strong opposition to the approval of the request for an Interim Use Permit allowing the operation of a residential and commercial kennel at 450 Badger Blvd in Fish Lake Township.

I reside at 574 Badger Blvd, the property immediately east of and next to the applicant's property. I have several concerns regarding the request of the IUP.

The first concern that I have is safety. Is there adequate containment for all of the dogs? Some of the fences that are referred to in the application are "horse fences". Horse fences are designed to be a psychological barrier for horses and are not designed to be used as physical containment for dogs. Having multiple dogs, possibly as many as 22, running and exercising in an area that is not contained would create a significant risk and threat to safety should one or more dogs escape the wire horse fence and enter my property. I am a grandparent of small children and a dog and cat owner. I fear what could happen to my grandchildren, myself, or my pets should one or more of these dogs breach their containment and make it to my property. Are they aggressive or will they become aggressive upon encountering myself, my family members or my pets? If one or more dogs make it to my property and defecate, will my pets be put at increased health risks if they contact the foreign animal waste? Does the dog's waste contain parasites or other diseases? Whether the dogs are a result of the breeding operation, boarding operation or dogs waiting to be rehomed, this presents potential increased risk to my pets health, increased safety concerns, and potential increased costs to myself as their owner. According to the information provided in the application packet, it is not clear who the responsible party is for this business. Where would I start to recover losses incurred should any of these unfortunate events occur? The property owner/landlord, the renters, the people running the kennel, the owner of the business mentioned at the township meeting as someone living in St Paul, West Side Kennels 651, or Designer Dogs Mn listed as an LLC.? I have personally seen unfamiliar dogs wandering the area near the applicant's address. These safety concerns are very troubling to me.

Noise is now and has been an issue with that property over the past several months. I hear multiple dogs barking at many different times throughout the day and night. One method of controlling the dogs seems to be aggressively and loudly yelling at the dogs, including the use of profanity several times per day. As a dog lover myself I understand that dogs bark but there is a very clear difference between 1 or 2 dogs barking occasionally and the multiple dogs and puppies that can be heard from inside and outside of my home several times per day. Oftentimes when I take my dog outside, our exercise/play time is cut short due to the barking

and disturbance coming from there. The noise is confusing to my pets and causes me concern for our safety. It detracts from our peaceful enjoyment of the property.

How much increased traffic is expected with this business? Badger Blvd is an unpaved township road with curves and blind driveway areas. The road becomes washboard-like fairly quickly. It can be dusty. Increased traffic will add to these issues. If there are increased maintenance expenses to the township due to increased wear and tear caused by this business, who absorbs the extra cost?

I believe this kennel has already been in operation for at least 10 months. The fact that this request is coming after the fact, after a notice to the property owner, is concerning to me. If the late request is due to ignorance of local requirements, are the kennel operators educated and informed of all areas of kennel ownership, safety, animal health requirements, dog breeding, boarding, grooming etc.? Are they aware of and following the rules concerning vaccinations including rabies? If the after the fact request was due to an attempt to circumvent local or state ordinances that is equally concerning to me. How likely is it that parties who choose to be noncompliant with local laws/ordinances would be in compliance with health and safety rules and regulations surrounding this type of business?

I urge you to complete a site visit on the proposed site of this request before any measurable snow could prevent a full inspection of all areas of this request.

Thank you for taking these concerns into consideration regarding the request for this commercial/residential kennel.

Sincerely,
Michelle Reiter

Beth M. Gervais

From: Linda Gallagher [redacted]
Sent: Wednesday, October 25, 2023 3:28 PM
To: Beth M. Gervais
Subject: Planning Commission Input

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To: Chisago County Planning Commission October 25th, 2023
Re: Interim Use Permit at 450 Badger Blvd.

Dear Commissioners,

We would like to voice our dismay at the proposed Interim Use Permit for 450 Badger Blvd, Stanchfield, MN
We live at 47399 Anchor Ave, 0.6 miles from the property. We've owned our property for 32 years and built our new house on the property 8 years ago, we are very invested in our Fish Lake community.

We are also very supportive of our local small businesses but find what Ms. Bearhart is proposing very troubling to our neighborhood and area.

Per Ms. Bearhart's application, "It's possible for the house to contain 7 dogs and 2 litters of pups with each litter having a max amount of 15 puppies. The outside area can hold up to 22 dogs".
If my math is correct that is up to 59 dogs. Common sense dictates that this is excessive, dangerous and not tenable.
Applicant currently has 6 dogs in the 1,200 sq ft two bedroom house, that is very near to the road, not in the middle of the 40 acres,
nor is the property fenced adequately to keep dogs contained.

One of our many concerns is who of the parties involved are responsible if/when a dog is loose or a dog or dogs harm someone, damage
property, livestock, pets, or God forbids takes a life.

Is the responsible party the renter Ms. Bearhart who is the applicant but couldn't answer rudimentary questions about a kennel/breeding business she is suppose to be running day to day?

Would Jordan Waggoner the absentee property owner who lives in Pine County be the responsible party?

Or would the responsible party be the Richard Handsome Carter who has multiple aliases and felony convictions, and appears to be the owner of Designer Dogs MN and lives in St. Paul.

And who is responsible party for providing insurance coverage? Is it the homeowner? The renter? Or the business owner?
How much does the policy cover? Is this business a registered kennel or breeder with the state of MN? We were unable to
find proof that it is.

This IUP is clouded with a lack of transparency and facts. I would encourage the planning commission to do a site visit if you have any doubt that this is a legitimate boarding facility or groomer.

It appears to many of us that live near by that this is a Pitt Bulls/Bull Dogs puppy mill at the expense, detriment, safety, and peace of our neighborhood.

We hope that once you consider all the issues and facts regarding this property and business that you will deny this IUP.

We appreciate the time and efforts of the Planning Commission to help keep Chisago County a great place to live.

Warmly,

Linda and Michael Gallagher

47399 Anchor Ave
Stanchfield, MN 55080

Linda Gallagher
Stanchfield, Minnesota
[redacted]

Justin & Ann Wood
700 Badger Blvd
Stanchfield, MN 55080

October 25th, 2023

Reference: Interim Use Permit for proposed kennel – 450 Badger Blvd – Fish Lake Township

Chisago County Planning Commission, .

This letter is to contest the consideration for approval of an Interim Use Permit (IUP) for a proposed residential and commercial kennel for 450 Badger Boulevard in Fish Lake Township. The planning and zoning application, which was submitted to the Chisago County Department of Environmental Services on September 29, 2023, by applicant Sheryl Bearhart and property owner Jordan Waggoner, has left me with serious concerns if approved. Mr. Waggoner does not reside at the residence and is not part the operations regarding the kennel.

Noise:

The first concern I have as a nearby neighbor would be noise produced by the kennel. In Ms. Bearhart's narrative, she explains that up to 59 dogs (29 adult and 30 young dogs) could be housed on the property at one time. The submitted plans include keeping 22 adult dogs in a detached 24x24 garage and the remaining inside the 1200 square foot home. As many have experienced even one or two dogs barking throughout the day/night can be bothersome and disruptive, but with this volume of dogs in such a confined space, barking will unbearable. Contagious barking is also common with dogs in proximity and would be expected from the property. Ms. Bearhart explains in her letter that she expects the dogs to bark. Ms. Bearhart further explains that any barking will be damped by the property's trees. Unfortunately, the 40-acre property Ms. Bearhart describes has almost no trees to the East or West and the area is active farm fields, including the area surrounding her rental property which are harvested yearly (picture included below). The agricultural land, which encompasses most of the surrounding area, will provide no sound deafening to the kennels. At present, it is not uncommon to hear numerous dogs barking at the property throughout different times of the day.

Public Safety:

A second major concern I have is for public safety. If approved, this will be one of the largest kennels in Chisago County and the property owner nor the property itself have shown sufficient ability to house dog kennels. Ms. Bearhart's proposal describes breeding at the property which includes having numerous uncut male dogs. I have personally witnessed male uncut Pitbull's and Bulldogs loose on the property and with additional female/male dogs being introduced (22 total in the garage if approved), could lead to a dangerous situation if not properly prepared. Ms. Bearhart explains the dogs are allowed outside in run in a "sizable fields that the previous owner had horses on and are tree lined and fenced." The fencing she describes is a single strand fence intended for horses and will offer no containment for loose running dog. As recently as this month (October), I have had 2 male dogs in my front yard, which I did not recognize, which came from the direction of Ms. Bearharts property. My wife, a dog enthusiast, arrived home while they were in my front yard and tried to play with them. They acted aggressive towards her and eventually ran back towards Ms. Bearharts residence. This incident was captured on my home surveillance cameras systems and can be provided to the Commission or County Board upon request. My family, and many others, routinely walk/run on Badger Blvd for exercise and recreation.

When walking by the driveway of Ms. Bearharts residence, we have been approached by aggressive barking dog(s) in the past. No homeowner was outside during these incident(s). A violation letter has already been sent to the property owner by Chisago County Code Enforcement Officer Steve Putman for operating a commercial dog park without a permit.

Traffic:

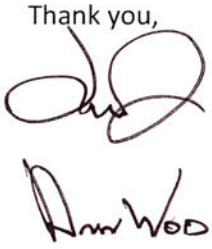
Badger Blvd is a gravel road with minimal Fish Lake Township maintenance. It is commonly only traveled by local, surrounding residence and can quickly become rough and washboard during dry times. It is a curvy road with limited driveway views. If approved, Ms. Bearhart's proposal will dramatically increase local traffic on the roadway. She is offering "vaccinations, microchipping, boarding, grooming, breeding and artificial insemination" at the property with the protentional of up to 59 dogs. This area of Fish Lake Township is rural agricultural, and the roadway would not be sufficient to support a commercial business described by Ms. Bearhart. Poor road conditions, increased maintenance requirements, road dust, increased traffic conditions would be expected if this IUP is approved.

Animal care and humanity:

The final concern I want to address is regards to animal humanity. I recognize that the Planning Commission discusses land-use issues and animal humanity may be outside that scope. The property picture provided below is the residence at 450 Badger Blvd. The detached 24x24 (576 square feet) garage is the "outside housing area" described by Ms. Bearhart and would house up to 22 adult dogs. The residence pictured is the only residence on the property and would house the remaining 37 dogs (including litters). I feel that property is unfit for the requested IUP. I recognize that animal humanitarian organizations are responsible for the wellbeing of the dogs but approving this IUP only encourages further mistreatment of the animals in what appears to be a designer dog breading operation.

On October 9, 2023, the Fish Lake Township Board discussed this IUP during their monthly meeting. After reviewing the request, the Board recommended the County deny the permit. Based on the information presented in the Planning a Zoning Application and the concerns expressed in this letter, I also request denial of the IUP request. If any adoption or partial approval is considered I strongly request a follow-up Board site visit prior to any final decisions.

Thank you,





Property at 450 Badger Blvd, Stanchfield
https://www.zillow.com/homedetails/450-Badger-Blvd-Stanchfield-MN-55080/88926746_zpid/?mmlb=g,0


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Sheryl Bearhart and Jordan Waggoner – Applicant Sheryl Bearhart and property owner Jordan Waggoner and are requesting an Interim Use Permit (IUP) allowing a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District. Proposed Kennel activities include but may not be limited to the keeping, boarding, breeding, and grooming of dogs. The subject site is located at 450 Badger Boulevard in Fish Lake Township, S4, T36, R22 (PID 03.00041.00).

Bearhart / Waggoner property -



Sheryl Bearhart and Jordan Waggoner – Applicant Sheryl Bearhart and property owner Jordan Waggoner and are requesting an Interim Use Permit (IUP) allowing a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District. Proposed Kennel activities include but may not be limited to the keeping, boarding, breeding, and grooming of dogs. The subject site is located at 450 Badger Boulevard in Fish Lake Township, S4, T36, R22 (PID 03.00041.00).

Bearhart / Waggoner property -



Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Interim Use Permit for Residential ~~and Commercial~~ Kennel
450 Badger Boulevard, Fish Lake Township
DATE: December 7, 2023

SITE & APPLICATION INFORMATION

Applicant(s):	Sheryl Bearhart
Property Owner(s):	Jordan Waggoner
Location:	450 Badger Boulevard Fish Lake Township Section 4, Township 36, Range 22
PID:	03.00041.00
Property Area:	40.00± 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:	September 29, 2023
Date Application Complete:	October 4, 2023
60-Day Review Period:	December 3, 2023
Extended Review Period:	February 1, 2024



BACKGROUND & ACTION TO CONSIDER

The Planning Commission opened a public hearing on November 2, 2023 to consider an after-the-fact Interim Use Permit (IUP) for a Residential and Commercial Kennel for up to 29 adult dogs and up to two litters of puppies (for a total of 30 puppies) on 40.00± acres in the Agricultural (AG) District. After receiving a verbal report from staff, hearing from the applicant and property owner, and opening the public hearing, the Planning Commission motioned to continue the public hearing to its December 7, 2023 meeting.

Based on the Planning Commission's actions and to allow for due process, staff provided written notice to the applicant and property owner that the State mandated 60-day review period was extended by an additional 60 days (see attached). The applicant and property owner were also instructed to provide specific additional / updated application materials for further review and consideration at the Planning Commission's December 7, 2023 meeting, including:

- Estimated distances of the dwelling and detached garage from neighboring property boundaries;
- Existing and proposed methods of screening the proposed use;
- A noise evaluation / study;
- Existing and proposed methods for noise mitigation;

- Commercial Kennel layout plan / design drawn to scale, including the size of kennels / crates;
- Proposed fencing materials / specifications with said fencing forming a complete enclosure;
- Frequency and duration of outdoor time for all dogs (both Residential Kennel and Commercial Kennel);
- Anticipated amount of customer traffic on a daily and weekly basis;
- Location(s) and dimension(s) of customer parking areas;
- Documentation verifying that applicant Sheryl Bearhart is an authorized agent of Designer Dogs MN LLC OR an updated application form including Registered Agent Richard Carter; and
- A letter from property owner Jordan Waggoner explaining how many dogs he is authorizing the applicant(s) to have on the property at any given time / include in the request for IUP.

The original application materials reviewed by the Planning Commission on November 2, 2023 indicated that applicant Sheryl Bearhart, with consent from property owner Jordan Waggoner, was requesting an after-the-fact Interim Use Permit (IUP) to allow a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District. Upon review of the updated materials, submitted by the applicant and property owner, it appears that the request has been amended to eliminate the Commercial Kennel component and to allow a Residential Kennel with up to 10 dogs and up to two litters per year.

The Planning Commission will now continue the public hearing, review the updated application materials, and provide a recommendation for the County Board's consideration.

ANALYSIS OF ADDITIONAL / UPDATED APPLICATION MATERIALS

Upon receiving the updated materials on November 27 and November 28, 2023, staff conducted a cursory review for preparation of this staff report. Staff notes that, in response to the requested information, the applicant and property owner provided the following:

- A written statement from property owner Jordan Waggoner;
- An updated application form sign dated November 27, 2023;
- An updated written narrative;
- A kennel layout plan; and
- A business filing from the Secretary of State's website.

Written Statement from Property Owner:

- Property owner Jordan Waggoner has provided the Planning Commission with a written statement explaining that he is authorizing the applicant to seek approval of an IUP for Residential Kennel which houses up to 10 dogs and a maximum of two litters per year. The statement also explains that the property owner and applicant have "an explicit agreement that there will be no commercial, retail, or storefront operations taking place" on the subject site.
- Being that the written statement cites a 2018 IUP for Residential Kennel (50628 Evergreen Court, Nessel Township) and this may raise questions, staff has attached the 2018 legal recording for reference.

Written Narrative:

- The narrative begins by indicating that the applicant is amending the request to eliminate the Commercial Kennel component and to increase the number of dogs associated with the proposed Residential Kennel to 10 adult dogs and up to two litters of puppies per year.
    - Based on the County's definitions of Residential Kennel and Commercial Kennel, if the applicant's intent is to breed the dogs to produce two litters for commercial purposes, staff questions whether or not a Commercial Kennel IUP is still required for this component.

However, the property owner has cited a 2018 IUP for Residential Kennel which includes a condition allowing "occasional litters of puppies" (refer to condition no. 5 on the attached legal recording).

- As of November 28, 2023, staff found no evidence that the property was being advertised as a commercial dog park on www.sniffspot.com. The website notes that "the host has made this spot indefinitely unavailable for bookings".

- The narrative explains that the nearest dwellings to the west and east are located .2 miles (1,056') from the detached garage / kennel. Based on the County's GIS Viewer and as reported in the November 2, 2023 staff report, staff believes that the closest neighboring dwelling appears to be approximately 870' from the garage / kennel.
- In response to the request for a noise evaluation / study, the narrative reports that the applicant took decibel readings from the west and east property boundaries. The results showed a reading of 40-70 decibels with no audible sound of barking. A reading was also taken next to the garage / kennel and the results showed 50-70 decibels while the dogs were barking. The applicant states that no barking can be heard beyond 100' from the garage / kennel. Staff notes that no additional detail is provided about the noise evaluation (i.e., method of conducting the noise evaluation, number of dogs on-site during noise evaluation, etc.).
- In response to the request for detail about methods for noise mitigation and screening, the written narrative explains that the garage / kennel is situated in the center of a 40-acre parcel with existing tree lines located along the north, east, and south property boundaries as well as west of the dwelling. The applicant believes that the existing vegetation will mitigate noise and provide screening to all nearby dwellings. Additionally, the applicant believes that elevation changes provide screening from CSAH 4 / the west property boundary and the neighboring dwelling to the east. The applicant reports that there are no visible dwellings to the north or south.
- The narrative provides detail about the detached garage / kennel, including:
  - The structure is now reported to be 24' x 24' (576 sf) in size, which is slightly larger than the 20' x 26' (520 sf) structure reported in the original application materials.
  - The structure is reported to be fully insulated, but there is no additional detail provided (i.e., type of insulation, specifications, etc.).
  - Noise reduction panels have been installed in the structure to help mitigate noise, but there is no additional detail provided (i.e., type of panels, specifications, etc.).
  - The garage / kennel will include 10 individual kennels / crates. The kennels / crates vary in size and are detailed in the written narrative and on the kennel layout plan.
- In response to the request for detail about proposed fencing materials / specifications, the written narrative explains that the site currently includes a "larger" enclosed chain link area located on the west side of the dwelling and an enclosed wood panel fence located on the north side of the garage / kennel. Additionally, the applicant is reporting that more fencing may be added in the future. Staff notes that no additional detail is provided about the fenced enclosures (i.e., size of fenced areas, height of fences, location and specifications of future fencing, etc.). Staff also notes that one of the concerns identified in the November 2, 2023 staff report was that the site plan did not show any areas where the fencing formed a complete enclosure to ensure containment of the dogs. While the updated written narrative suggests that there are two fenced enclosures, the applicant has not provided an updated site plan to illustrate that these fenced areas are completely enclosed.

- The narrative explains that dogs are allowed outside time at least five times throughout the day, with duration being 15 minutes to one hour. Additionally, the dogs are allowed outside in turns when residents of the subject site are outside. The dogs alternate being inside the dwelling and the garage / kennel.
- Kennels / crates are sanitized daily and dog waste is bagged and placed in the household garbage receptacles.
- The applicant eliminated the Commercial Kennel component of the request; therefore, no information was provided in regard to customer traffic or customer parking areas.

Kennel Layout Plan:
- The kennel layout plan shows a 24' x 24' structure with locations and dimensions of 10 kennels / crates.
- No other detail is provided about the garage / kennel (i.e., floor material, floor drains, etc.).

Business Filing:
- As requested by the Planning Commission, the applicant has provided documentation verifying that she's an authorized agent of Designer Dogs MN LLC. Staff visited the Secretary of State website and verified the updated information.
- Staff notes that Designer Dogs MN LLC is no longer included on the application materials. Based on this and the understanding that the applicant has eliminated the Commercial Kennel component of the request and is only seeking approval of an IUP for Residential Kennel, there is no longer any need for the applicant to verify that she's a registered agent of the business or for the Planning Commission to focus discussion on this aspect.

For more detail about the original application materials and request, please refer to the staff report prepared for the Planning Commission's November 2, 2023 meeting.

WRITTEN TESTIMONY

No Additional written testimony has been received since the Planning Commission's November 2, 2023 meeting.

STAFF RECOMMENDATION

Upon review of the updated materials provided by the applicant and property owner on November 27 and November 28, 2023, staff still has concerns about the lack and quality of information needed to review the proposed IUP thoroughly and adequately. However, staff believes that the proposed use generally complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Chisago County Comprehensive Plan and that it may be possible to mitigate potential negative impacts with approval and implementation of appropriate conditions. For the sake of discussion and development of a recommendation by the Planning Commission, **staff recommends approval** of the amended request with conditions (see below) and has prepared a resolution for the Commission's consideration.

Alternatively, if the Planning Commission supports a recommendation of denial, staff has provided a draft resolution with draft Findings of Fact to support said recommendation. The Planning Commission may amend these findings as deemed appropriate.

Recommended Conditions:

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than ten (10) adult dogs in accordance with updated application materials dated received November 27 and November 28, 2023 and kept on file with the Department of Environmental Services. This approval also allows a maximum of two litters of puppies per year, so long as the puppies are removed from the property by four (4) months of age.
2. All dogs shall be housed indoors in either the dwelling or the detached garage, apart from brief periods of time for waste elimination occasional and outdoor activity in which the dogs will either be confined to a fenced enclosure or allowed outside of the fenced enclosure with direct supervision of a resident of the property. No more than two (2) adult dogs shall be outdoors at the same time, whether in the fenced enclosure or outside of the fenced enclosure with direct supervision of a resident of the property.
3. The detached garage / kennel shall be equipped for both heating and cooling.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household.
7. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following measures:
    a. The detached garage / kennel shall be fully insulated with insulation specifically designed for soundproofing.
    b. The permit holder shall maintain existing vegetation (large stands of trees) between the dwelling / detached garage and the adjacent property boundaries. Further, the property owner shall replace dying, dead, or downed vegetation.
    c. The permit holder shall implement “quiet hours” / “outside hours” for the ten (10) adult dogs as follows:
        i. Aside from brief periods of time for waste elimination, no dogs shall be allowed outdoors before 8:00 am or later than 9:00 pm.
        ii. Per condition no. 2 above, no more than two (2) adult dogs shall be outdoors at the same time.
    d. To further mitigate adverse impacts related to noise and limit the dogs’ view and agitation from activity on neighboring parcels, the permit holder shall either plant and maintain additional landscaping around all segments of the fenced enclosures AND/OR construct all fenced enclosures with board-on-board fencing material at least six (6’) feet in height so as to create a solid visual barrier between the dogs and the neighboring parcels. If installing additional landscaping, it shall include low-growing varieties to achieve the visual barrier. Plantings and/or fence construction shall be completed within one (1) year of Interim Use Permit approval.
8. Existing and future fenced enclosure(s), for purposes of dog containment, shall be located no closer than 400 feet to any property boundary.
9. There shall be no commercial activity of any kind associated with the Residential Kennel, apart from the sale of puppies (referenced in condition no. 1) on an appointment-only basis. For the purposes

of this approval, prohibited commercial activity shall be defined as, but not limited to: boarding, grooming, training, vaccinating, microchipping, artificial insemination, and birthing assistance for non-resident dogs. Further, the property shall not be utilized as a commercial dog park and, instead, shall only be utilized by resident dogs.

10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards and licensing.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
12. Any expansion of the approved use, including the number of adult dogs or the number of litters per year or as otherwise determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
13. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.
14. This Interim Use Permit shall expire at such time that the property is no longer owned in full or in part by Jordan Waggoner or Sheryl Bearhart (in the event that Bearhart purchases the property from Waggoner).

FINDINGS OF FACT

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

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

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

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

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

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

Finding #3 *The dogs associated with the proposed Residential Kennel are intended to be housed within the dwelling as well as the detached garage, with limited periods of outdoor time. County staff estimates that the dwelling is situated approximately 170' from the centerline of Badger Boulevard and roughly 450' to 830' from all property boundaries, and that the detached garage is situated approximately 165' from the centerline of Badger Boulevard and roughly 480' to 800' from all property boundaries. In addition to these distances, the applicant reports that the subject site has existing vegetation (trees) located adjacent to the north, east, and south property boundaries as well as trees located adjacent to the west side of the dwelling. Additionally, the applicant reports that changes in elevation provide natural screening from the west and east. Therefore, the County finds that the subject site is sufficiently separated by distance and screening (i.e., existing vegetation and changes in elevation) from adjacent development so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Residential Kennel will utilize the existing dwelling and detached garage to house all dogs. Additionally, the proposed kennel will utilize fenced enclosures for outdoor dog activity. Being that the proposed Residential Kennel will have no impact on the exterior appearance of the existing structures, the County finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the dwelling and detached garage. Further, given the existing tree lines located adjacent to the north, east, and south property boundaries, as well as the existing stand of trees located west of the structures, the County further finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the outdoor fenced enclosures.*

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Kennel is for residential use rather than commercial use, the applicant is not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns specifically related to traffic hazards or congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County did receive verbal and*

written testimony during the November 2, 2023 public hearing suggesting that noise was a concern amongst surrounding property owners. The County finds that noise resulting from the Residential Kennel can be mitigated with implementation of appropriate measures and conditions, such as distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the detached garage / kennel, and implementation of established quiet hours. If these measures and conditions are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Interim Use Permit based on factors deemed appropriate.
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on February 1, 2024 and the next regularly scheduled Planning Commission meeting will be held on January 4, 2024, allowing the County Board one meeting to consider the request prior to the expiration of the review period.

ACTION REQUESTED

Continue the public hearing and receive any additional public testimony. Upon closing the public hearing, motion to adopt Resolution No. PC2023-1201, a resolution recommending approval of an Interim Use Permit allowing a Residential Kennel on property located at 450 Badger Boulevard in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Correspondence provided to applicant and property owner dated November 3, 2023
2. Additional / updated application materials stamp dated November 27, 2023:
    a. Application
    b. written narrative
    c. Kennel layout plan
    d. Secretary of State business filing
3. Written statement from property owner
4. Legal recording for 2018 IUP for Residential Kennel (50628 Evergreen Court, Nessel Township)
5. Draft Resolution No. PC2023-1201 (recommendation of approval)
6. Draft Resolution No. PC2023-1201 (recommendation of denial)

CC: Sheryl Bearhart, applicant
Jordan Waggoner, property owner
County file

Chisago County
Department of Environmental Services

Beth Gervais, Land Services Coordinator
313 N. Main Street, Suite 240 | Center City, MN 55012
Office: 651-213-8379 | Email: beth.gervais@chisagocountymn.gov

November 3, 2023

Sheryl Bearhart
450 Badger Boulevard
Stanchfield, MN 55080

Jordan Waggoner
4660 560th Street
Pine City, MN 55063

Sent via USPS and email to: [redacted]

RE: Proposed After-the-Fact Interim Use Permit (IUP) for Residential and Commercial Kennel
PID 03.00041.00
NOTICE OF EXTENSION OF REVIEW PERIOD

The Chisago County Department of Environmental Services received your application for Interim Use Permit (IUP) for Residential and Commercial Kennel on September 29, 2023 and, following review, the application was deemed complete on October 4, 2023. The State mandated 60-day review period is scheduled to expire on December 3, 2023.

The Chisago County Planning Commission scheduled and opened the requisite public hearing on November 2, 2023 and ultimately motioned to continue the public hearing to its December 7, 2023 meeting. Because the initial review period is scheduled to expire on December 3, 2023 and the continued public hearing will take place after this date, the County is exercising its ability to extend the review period by an additional 60 days as allowed per MN Statute 15.99. The purpose of the extension is to allow time for due process (i.e., continued public hearing and all other required meetings) and to allow you additional time to prepare and submit information requested by the Planning Commission. The extended review period will expire on February 1, 2023, which means that a final determination will be made on your request prior to or on February 1, 2023.

During the Planning Commission's November 2, 2023 discussion, Commission members requested that you provide additional / updated information, including:

- Estimated distances of the dwelling and detached garage from neighboring property boundaries;
- Existing and proposed methods of screening the proposed use;
- A noise evaluation / study;
- Existing and proposed methods for noise mitigation;
- Commercial Kennel layout plan / design drawn to scale, including the size of kennels / crates;
- Proposed fencing materials / specifications with said fencing forming a complete enclosure;
- Frequency and duration of outdoor time for all dogs (both Residential Kennel and Commercial Kennel);
- Anticipated amount of customer traffic on a daily and weekly basis; and,
- Location(s) and dimension(s) of customer parking areas.

You're encouraged to update the previously submitted application materials, including the written narrative and site plan, with the new information so that the Planning Commission and County Board of Commissioners have the ability to review one complete set of application materials.

Additionally, as discussed at the November 2, 2023 meeting, it is suggested that the following items be provided to the County:

- Applicant Sheryl Bearhart should provide documentation verifying that she's an authorized agent of DesignerDogs MN OR update the application form to include Registered Agent Richard Carter.
- Property owner Jordan Waggoner should provide a letter explaining how many dogs he is authorizing the applicant(s) to have on the property at any given time / include in the request for IUP. This letter should provide specific detail about the allowable number of personal dogs (Residential Kennel), the allowable number of non-personal dogs (Commercial Kennel), and other Commercial Kennel activities (i.e., dog park, grooming, etc.).

In order for staff to complete a cursory review of the above listed information and assemble/disburse it for the December 7, 2023 Planning Commission meeting, all information must be submitted to the Department of Environmental Services no later than Monday, November 27, 2023 at 10:00 am.

Best regards,

Beth Gervais
Land Services Coordinator

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # _____

Township Fish Lake **S/T/R** _____ **PID#** _____

Project Address 450 Badger Blvd Stanchfield MN 55080

Property Owner(s) Jordan Waggoner

Mailing Address (If Different from Project Address) 46160 560th St. Pine City MN 55063

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

Applicant(s) Sheryl Bearhart

Mailing Address (If Different from Project Address) ~~N/A~~

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

Type of Request (Check All That Apply)

Board of Adjustment & Appeals
- ☐ Variance
- ☐ Administrative Appeal

Planning Commission
- ☐ Conditional Use Permit (CUP)
- ☑ Interim Use Permit (IUP)
- ☐ Amendment to CUP or IUP
- ☐ Preliminary Plat
- ☐ Rezoning
- ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Dog Kennel

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

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

SBH
Applicant Signature

11.27.23
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.

Fees		Dates	
Base Fee	$_____	Application Received	_____
Recording Fee	$_____	Application Complete	_____
Plat Fee – No Road(s) / With Road(s)	$_____	60 / 120 Day Review Period	_____
Septic Compliance Fee	$_____	Extended Review Period	_____
Wetland Fee	$_____		
TOTAL FEE	$_____		

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NOV 27 2023
Chisago County
Dept. of Environmental Services
BG

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Fish Lake **S/T/R** _____ **PID#** _____

Project Address 450 Badger Blvd Stanchfield MN 55080

Property Owner(s) Jordan Waggoner

Mailing Address (If Different from Project Address) 4660 560th St. Pine City MN 55063

Phone# _____ **Email** [redacted]

Applicant(s) Sheryl Beachart

Mailing Address (If Different from Project Address) _____

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

Type of Request (Check All That Apply)

Board of Adjustment & Appeals
- ☐ Variance
- ☐ Administrative Appeal

Planning Commission
- ☐ Conditional Use Permit (CUP)
- ☑ Interim Use Permit (IUP)
- ☐ Amendment to CUP or IUP
- ☐ Preliminary Plat
- ☐ Rezoning
- ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary)

Dog Kennel

SEBC

Applicant Signature

11.27.23

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

_____

Signatures of Township Officials or Authorized Personnel

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Dept. of Environmental Services
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Chisago County Department of Environmental Services
Planning & Zoning Application

Authorization to Pursue Application

Submittal of this form is only necessary if the applicant is NOT the property owner

I, the undersigned, being the property owner of record as noted on the accompanying Planning & Zoning Application Form do hereby authorize _____, the applicant for this planning proposal, to pursue this zoning application on / for my property, as legally described on the attached application.

Jordan Waggoner
Print Property Owner Name(s)

[redacted]
Signature(s) of Property Owner(s)

11/27/23
Date

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Dept of Environmental Services
BG

Dog kennel

A request for an IUP for a residential dog kennel. Location is 450 Badger Blvd. Stanchfield, MN 55080. Kennel is asking for permission to house a maximum of up to 10 adult dogs and a possible 2 litters a year. Nearest houses from were the building that houses the dogs is .2 miles away from the east and West. There has been a decibel reading done from the property line of 574 Badger Blvd, as well as the west edge of the property and the results were 40-70 decibels with no audible sound of barking. A decibel reading was taken next to the building where the dogs could be heard, and the reading remained at 50-70 decibels while dog were barking. No barking noise can heard from more than 100' from the building.
The building is situated in the center of a 40 acre property. Tree lines cover the north, east, and south edges of the property, as well as tree coverage on the west side of the house, giving visual and noise screening to all nearby residences. The east and west crop fields and north pasture are 8+ acres and include elevation changes that block the view of the property from CR-4 (the west property line) and the neighboring residence to the east. Residences to the north are not visible from any place on the property, and there is a large wooded swamp with no nearby residence to the south.

The building housing dogs is a fully insulated 24x24 structure. Noise reduction panels have been attached to the walls to help reduce any barking that may occur.
Kennel sizes
3- 4'L x 4'W x 4.5'H
2- 50"L x 30"W x 42"H
1- 40"L x 28"W x 30"H
1- 43"L x 30"W x 32"H
1- 37"L x 32"W X 32 1/2 "H
1- 37"L x 25"W x 29"H
1- 4.2'L x 4'W x 4.5'H

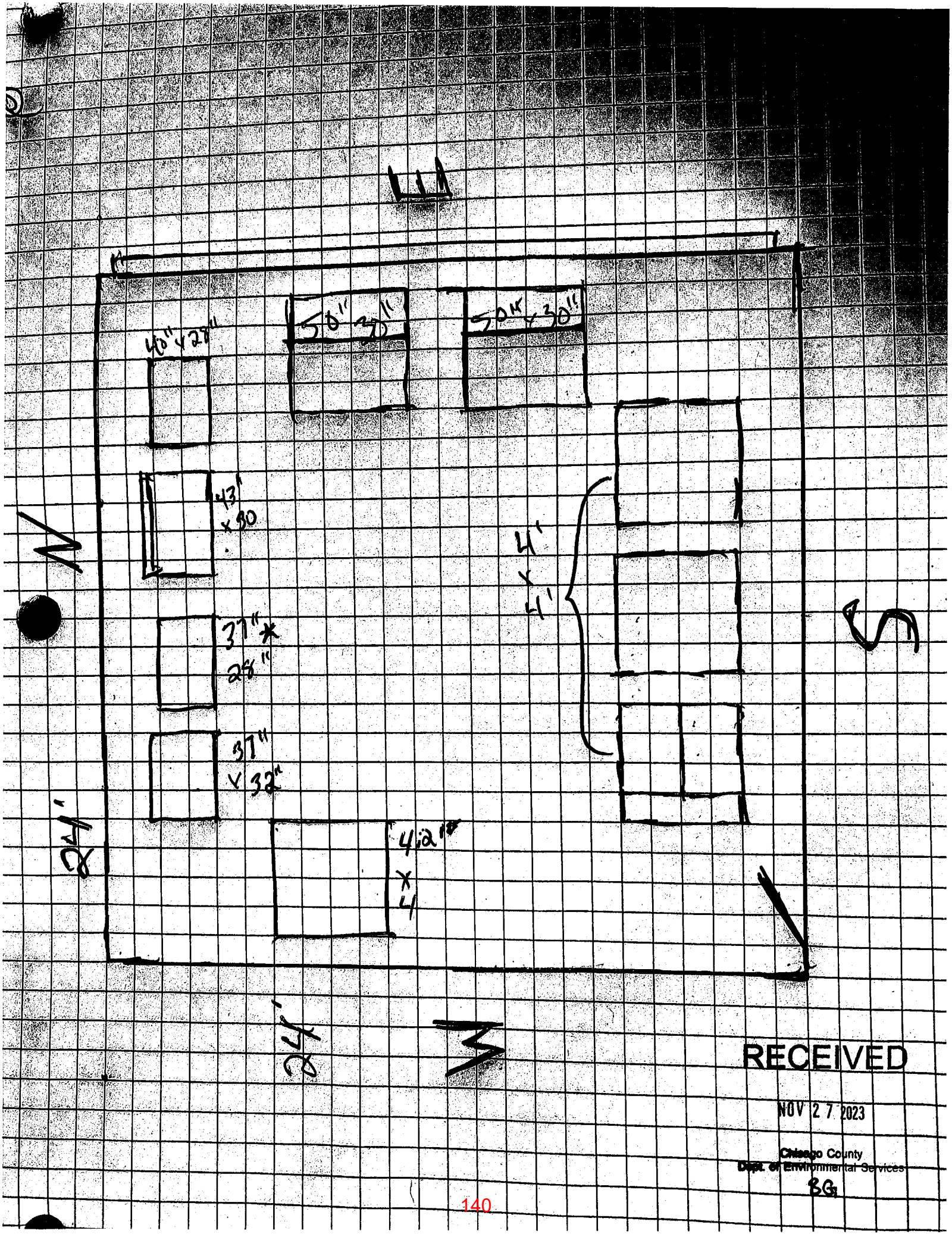
Fencing currently includes a larger enclosed chainlink are located on the west side of house and an enclosed wood panel fence is located on the north side of the garage. There are current plans for additional fencing to be added in future.

Dogs are let out to play and relieve themselves for 15 minute to 1 hour durations no less than 5 times per day. In addition, the dogs are let out in turns for training and to accompany residents while doing yard work or outside chores. Dogs alternate being in the house with residents and in the kennel structure.

Kennels are sanitized daily and if any mess is made inside kennel it is cleaned and sanitized. Dog waste is bagged and disposed of in garbage.

There will be no formal business operations or customer traffic on the property.

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40" x 28"
50" x 30"
50" x 30"
43" x 30
37" x 25"
37" x 32"
4' x 4'
4.2' x 4
24'
24'
N
W
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Chisago County
Dept. of Environmental Services
BG

Business Record Details »

Minnesota Business Name

Designer Dogs MN LLC

Business Type
Limited Liability Company (Domestic)

MN Statute
322C

File Number
1392076500029

Home Jurisdiction
Minnesota

Filing Date
5/18/2023

Status
Active / In Good Standing

Renewal Due Date
12/31/2024

Registered Office Address
[redacted]
Saint Paul, MN 55103-2054
USA

Registered Agent(s)
Sheryl Bearhart

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	5/18/2023	Original Filing - Limited Liability Company (Domestic) (Business Name: Designer Dogs MN LLC)	
☐	11/11/2023	Registered Office and/or Agent - Limited Liability Company (Domestic)	

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Dept. of Environmental Services

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Beth M. Gervais

From: Jordan W [redacted]
Sent: Tuesday, November 28, 2023 5:47 PM
To: Beth M. Gervais
Subject: Re: IUP forms

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

I have authorized Sheryl to request up to 10 dogs in the permit for flexibility in maintaining compliance with the county beyond the confines of our current lease agreement. We have a signed lease addendum allowing for a maximum of 7 dogs on the property, and a maximum of 2 litters per year, with an explicit agreement that there will be no commercial, retail, or storefront operations taking place on the property at 450 Badger Blvd.

In regards to adjusting the IUP request to be a residential permit instead of a commercial permit, this was done because planned commercial activities will not be undertaken on the property and a residential permit most accurately reflects the request. My tenants do not qualify as a commercial kennel according to the state of Minnesota. There is precedent of residential kennel permits being approved in chisago county with stated expectation of having litters with the intent to sell. Example: a residential permit was approved for a single lot in Nessel Estates, 50628 Evergreen Court, Rush City, MN. The permit states there will be "no retail activity... apart from the sale of puppies on an appointment only basis" and houses a "maximum of 11 dogs... except for occasional litters of puppies".

This residential permit application approved by Chisago county clearly shows intentions of breeding with intent to sell puppies "occasionally". A commercial kennel as defined by the state of Minnesota must have a minimum of 10 breeding dogs producing a minimum of 5 litters per year. Based on this definition, a "possible" 2 litters per year we felt was a more specific way to define "occasional" and to maintain consistency with the lease agreement. It was my suggestion they worded it that way for those specific reasons. If this is problematic we are happy to adjust it to the more vague wording of other approved permits.

For clarity, applicant intentions are to maintain personal dogs on the property, some of which they may engage in recreational activities such as dog showing and training. Occasional breeding of show dogs may happen in which case some puppies may be given to friends and family, kept by applicants, or sold. There will be no activities that exceed the limitations of other approved residential kennel permit applications within the county, or will qualify as a commercial kennel activity based on state definitions.

Please let me know if there are any further questions or clarifications needed.

Thank you,

Jordan W

Office of County Recorder
Chisago County, Minnesota
Certified, filed and/or Recorded on: July 18, 2018 10:09 AM
Janet R. Converse, County Recorder
Well Certificate [ ] Received
Fee $46.00
Pages: 2
Doc # A610713
Received from: CHISAGO COUNTY DEPT OF ENVIRONMENTAL SERVICES
Returned To: CHISAGO COUNTY DEPT OF ENVIRONMENTAL SERVICES
ATTN TARA

Chisago County Department of
Environmental Services and Zoning
313 No. Main St.
Center City, MN 55012-9663
651-213-8379

Official Notice of County Board Approval

INTERIM USE PERMIT

OWNER NAME AND ADDRESS: Valera B. Wagner and Clayton S. Wagner, joint tenants
50628 Evergreen Court
Rush City, MN 55069

PERMIT APPLICANT: Susan Wagner

DESCRIPTION OF PERMIT: Interim Use Permit to maintain a residential dog kennel.

PROPERTY ADDRESS, PID# AND LEGAL DESCRIPTION: 50628 Evergreen Court, Rush City, MN PID #06.01188.28
Lot 2, Block 1, Nessel's Estates, Chisago County, Minnesota

COUNTY BOARD ACTION: Approved with conditions.

SPECIAL CONDITIONS:

1. This permit is an Interim Use Permit to maintain a residential dog kennel at the described property in accordance with the conditions herein specified.

2. The dogs will be housed indoors in the kennel, or in their fenced kennel outdoor runs, apart from scheduled supervised periods of exercise and training in the larger fenced enclosure.

3. Permittee shall control the barking of dogs during exercise periods to avoid undue negative impact to nearby properties.

4. There shall be no retail activity, showroom, pet store sales or other commercial activity conducted as part of the business, apart from the sale of puppies on an appointment-only basis.

5. There shall be a maximum of eleven dogs kept at the property at any one time, except for occasional litters of puppies.

6. Permittee shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.

7. The permit holder must notify the County annually that the activity permitted by the IUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.

8. This IUP will terminate upon sale of property to anyone outside of the family.

ORIGINAL DATE OF PERMIT ISSUANCE: June 20, 2018

CERTIFICATION

State of Minnesota)
) ss.
County of Chisago)

Permit document generated by me on this date pursuant to the official record of Chisago County Board of Commissioners proceedings on June 20, 2018.

Tara M. Guy 7/13/18

Tara M. Guy **Date**
Assistant Zoning Director

This document drafted by Tara M. Guy, Assistant Zoning Director, Chisago County Environmental Services., 313 No. Main St. #243, Center City, MN 55012

Please return to:
Chisago County Environmental Services/Zoning Department
313 No. Main St. #243
Center City, MN 55012

RESOLUTION NO. PC2023-1201

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING A RESIDENTIAL KENNEL ON PROPERTY LOCATED AT 450 BADGER BOULEVARD IN FISH LAKE TOWNSHIP

WHEREAS, applicant Sheryl Bearhart and property owner Jordan Waggoner submitted an application dated received September 29, 2023 and considered complete on October 4, 2023 for an Interim Use Permit allowing a Residential and Commercial Kennel on property located at 450 Badger Boulevard in Fish Lake Township; and

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

WHEREAS, the subject site is 40.00± acres in size and legally described as:

PID 03.00041.00
Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4) of Section 4, Township 36, Range 22, Chisago County, Minnesota.

WHEREAS, the Planning Commission received the application and a presentation from the Land Services Coordinator, discussed the request with the applicant and property owner, and opened the public hearing on November 2, 2023 and ultimately continued the public hearing to December 7, 2023 and instructed the applicant and property owner to provide specific materials for further review and consideration on December 7, 2023; and

WHEREAS, based on the Planning Commission's November 2, 2023 action, the County extended the review period by 60 days (expiring on February 1, 2024); and

WHEREAS, the Planning Commission heard from the Land Services Coordinator and the applicant and/or property owner, invited members of the public to comment, received additional materials from the applicant and property owner as requested, and closed the public hearing on December 7, 2023; and

WHEREAS, the additional materials submitted by the applicant and property owner on November 27 and November 28, 2023 indicated that the request for IUP had been amended to eliminate the Commercial Kennel component; and

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

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

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

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

APPROVAL

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

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

Finding #3 *The dogs associated with the proposed Residential Kennel are intended to be housed within the dwelling as well as the detached garage, with limited periods of outdoor time. County staff estimates that the dwelling is situated approximately 170' from the centerline of Badger Boulevard and roughly 450' to 830' from all property boundaries, and that the detached garage is situated approximately 165' from the centerline of Badger Boulevard and roughly 480' to 800' from all property boundaries. In addition to these distances, the applicant reports that the subject site has existing vegetation (trees) located adjacent to the north, east, and south property boundaries as well as trees located adjacent to the west side of the dwelling. Additionally, the applicant reports that changes in elevation provide natural screening from the west and east. Therefore, the County finds that the subject site is sufficiently separated by distance and screening (i.e., existing vegetation and changes in elevation) from adjacent development so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Residential Kennel will utilize the existing dwelling and detached garage to house all dogs. Additionally, the proposed kennel will utilize fenced enclosures for outdoor dog activity. Being that the proposed Residential Kennel will have no impact on the exterior appearance of the existing structures, the County finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the dwelling and detached garage. Further, given the existing tree lines located adjacent to the north, east, and south property boundaries, as well as the existing stand of trees located west of the structures, the County further finds that the proposed use will not have an adverse effect upon adjacent properties by way of appearance of the outdoor fenced enclosures.*

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

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Kennel is for residential use rather than commercial use, the applicant is not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns specifically related to traffic hazards or congestion.*

APPROVAL

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County did receive verbal and written testimony during the November 2, 2023 public hearing suggesting that noise was a concern amongst surrounding property owners. The County finds that noise resulting from the Residential Kennel can be mitigated with implementation of appropriate measures and conditions, such as distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the detached garage / kennel, and implementation of established quiet hours. If these measures and conditions are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit for Residential Kennel allows for the keeping of no more than ten (10) adult dogs in accordance with updated application materials dated received November 27 and November 28, 2023 and kept on file with the Department of Environmental Services. This approval also allows a maximum of two litters of puppies per year, so long as the puppies are removed from the property by four (4) months of age.
2. All dogs shall be housed indoors in either the dwelling or the detached garage, apart from brief periods of time for waste elimination occasional and outdoor activity in which the dogs will either be confined to a fenced enclosure or allowed outside of the fenced enclosure with direct supervision of a resident of the property. No more than two (2) adult dogs shall be outdoors at the same time, whether in the fenced enclosure or outside of the fenced enclosure with direct supervision of a resident of the property.
3. The detached garage / kennel shall be equipped for both heating and cooling.
4. All dogs shall receive regular veterinary care and be current on vaccinations.
5. All dog waste shall be collected daily and disposed of in a legal and appropriate manner so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by a resident of the household.
7. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following measures:
    a. The detached garage / kennel shall be fully insulated with insulation specifically designed for soundproofing.
    b. The permit holder shall maintain existing vegetation (large stands of trees) between the dwelling / detached garage and the adjacent property boundaries. Further, the property owner shall replace dying, dead, or downed vegetation.
    c. The permit holder shall implement “quiet hours” / “outside hours” for the ten (10) adult dogs as follows:
        i. Aside from brief periods of time for waste elimination, no dogs shall be allowed outdoors before 8:00 am or later than 9:00 pm.
        ii. Per condition no. 2 above, no more than two (2) adult dogs shall be outdoors at the same time.

d. To further mitigate adverse impacts related to noise and limit the dogs' view and agitation from activity on neighboring parcels, the permit holder shall either plant and maintain additional landscaping around all segments of the fenced enclosures AND/OR construct all fenced enclosures with board-on-board fencing material at least six (6') feet in height so as to create a solid visual barrier between the dogs and the neighboring parcels. If installing additional landscaping, it shall include low-growing varieties to achieve the visual barrier. Plantings and/or fence construction shall be completed within one (1) year of Interim Use Permit approval.

8. Existing and future fenced enclosure(s), for purposes of dog containment, shall be located no closer than 400 feet to any property boundary.

9. There shall be no commercial activity of any kind associated with the Residential Kennel, apart from the sale of puppies (referenced in condition no. 1) on an appointment-only basis. For the purposes of this approval, prohibited commercial activity shall be defined as, but not limited to: boarding, grooming, training, vaccinating, microchipping, artificial insemination, and birthing assistance for non-resident dogs. Further, the property shall not be utilized as a commercial dog park and, instead, shall only be utilized by resident dogs.

10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards and licensing.

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

12. Any expansion of the approved use, including the number of adult dogs or the number of litters per year or as otherwise determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.

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

14. This Interim Use Permit shall expire at such time that the property is no longer owned in full or in part by Jordan Waggoner or Sheryl Bearhart (in the event that Bearhart purchases the property from Waggoner).

APPROVAL

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of December, 2023.

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

_____
Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

RESOLUTION NO. PC2023-1201

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING DENIAL OF AN INTERIM USE PERMIT ALLOWING A RESIDENTIAL KENNEL ON PROPERTY LOCATED AT 450 BADGER BOULEVARD IN FISH LAKE TOWNSHIP

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WHEREAS, the subject site is 40.00± acres in size and legally described as:

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

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

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

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

Finding #3 *The proposed use – including use of the dwelling and detached garage for Residential Kennel purposes – is located as close as approximately 450' from adjacent property boundaries and approximately 165' from the centerline of Badger Boulevard. While there are existing trees haphazardly surrounding the structures and property boundaries, the applicant has not proposed the use of any additional vegetation or screening to address negative impacts to adjacent properties, such as noise impacts and visual blocks. Despite these distances and existing trees, testimony received from multiple surrounding property owners during the November 2, 2023 public hearing indicated that noise was an existing problem and concern. Further, while the applicant has proposed fenced enclosures for outdoor activity, the applicant has not provided any specific detail about these enclosures to demonstrate and ensure that dogs will be contained on the subject site, nor has the applicant provided detail about the proposed distances between these enclosures and adjacent properties. Testimony received during the November 2, 2023 public hearing also indicated that containment of dogs and personal safety were concerns for surrounding property owners. Without specific detail provided about the existing vegetation (such as types of trees, size of trees, and general dimensions of the stands of trees) or details about the fenced enclosures (such as fence height and location of fenced enclosures in relation to adjacent properties), the County finds that the applicant has not demonstrated that there is sufficient distance and screening to mitigate potential negative impacts of the proposed use, specifically related to aesthetics, the noise produced by up to 10 adult dogs and up to two litters of puppies (estimated by the applicant to be up to 30 puppies), and ensuring that all dogs will be contained on the subject site and not have the ability to trespass onto neighboring properties where they may cause physical harm to persons and property.*

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

Finding #4 *The proposed Residential Kennel will utilize the existing dwelling and detached garage to house all dogs. As existing structures in the Agricultural (AG) District, the County finds that there is no evidence to suggest that these structures will have an appearance that would have an adverse effect on adjacent properties. However, the County further finds that the applicant has not provided sufficient detail about the proposed outdoor area / fenced enclosures (such as fence height, fencing materials, and location of fenced enclosures in relation to adjacent properties) to determine what the appearances and potential effects will be to adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Residential Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the*

DENIAL

proposed uses are in compliance with land use goals and regulations established by the County's official land use controls.

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

Finding #6 *See Finding #5.*

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

Finding #7 *Because the proposed Kennel is for residential use rather than commercial use, the applicant is not proposing nor does the County anticipate any increase in traffic or traffic hazards / congestion. Further, the road authority – being Fish Lake Township – has not identified any concerns specifically related to traffic hazards or congestion.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare, the County finds that the applicant has not provided sufficient detail to determine potential impacts related to noise and general unsightliness. In support of this finding, the County received testimony from multiple surrounding property owners during the November 2, 2023 public hearing indicating that noise was an existing problem and concern. Aside from suggesting that existing trees and elevation changes will greatly reduce noise and visual impacts from neighboring properties, the applicant has not provided any specific detail about the existing trees or elevations or any indication of other methods used to mitigate the noise resulting from up to 10 adult dogs and up to 30 puppies. The County further finds that the applicant has not provided sufficient detail about the proposed fenced enclosures to help the County understand the potential visual impacts to nearby properties. Ultimately, the County finds that there is insufficient evidence to ensure that the proposed use will not cause adverse impacts to nearby properties in terms of noise and general unsightliness as has been presented via public testimony.*

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends **denial** of the request for Interim Use Permit, based on the findings provided herein.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of December, 2023.

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

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

DENIAL

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
November 2, 2023

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, November 2, 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: Chris DuBose, Eric Leivian, Chair Chip Yeager, John Sutcliffe, Jolene Wille, Jim McCarthy, and Dave Whitney. A quorum was established with all members present. Also present: Ex Officio County Commissioner Rick Greene.

Approval of Agenda – ***Motion*** by John Sutcliffe to approve the agenda as presented; second by Eric Leivian. The **motion passed** 7-0.

Approval of Minutes – ***Motion*** by Chris DuBose to approve the September 21, 2023 special work session minutes as presented; second by Jolene Wille. The **motion passed** 7-0. ***Motion*** by Jolene Wille to approve the October 5, 2023 regular meeting minutes as presented; second by Dave Whitney. The **motion passed** 7-0.

Receive all Materials and Submittals into Record – ***Motion*** by Dave Whitney to accept all materials and submittals into the record, including two items provided immediately prior to the meeting (one provided by Sunrise Township for agenda item 6a and one provided by County staff for agenda item 9a); second by Eric Leivian. The **motion passed** 7-0. Materials distributed to the Planning Commission in advance of the meeting for their review included: staff reports with attachments and the two additional items described above. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications
Sunrise Township – Coordinator Gervais provided an overview of property owner Sunrise Township's request for approval of a Conditional Use Permit (CUP) allowing Local Government and Administration Buildings on property located at 1xxxx Sunrise Road in Sunrise Township (PID 09.00041.20). Gervais explained that the request involved the construction of a new town hall facility and maintenance building. The town hall facility was intended to be used for regular monthly meetings, elections, occasional events, and would replace the existing town hall facility located at 41259 Oak Street. The 10.50± acre subject site was zoned Agricultural (AG) District and generally located two-tenths (.20) of a mile northerly of the intersection of Sunrise Road / CSAH 9 and Olson Road on the easterly side of Sunrise Road / CSAH 9, S5, T35, R20.

Gervais reviewed details of the subject site, surrounding area, and application materials. The subject site was currently developed with a single 40' x 40' (1,600 sf) structure which was constructed in 2015 for the purposes of storing sand and salt for township road maintenance. Records showed that Sunrise Township applied for and received a CUP for Local Government and Administration Buildings in 2015 for this structure. The proposed town hall facility was shown on the site plan to be 3,228 sf in size and the proposed maintenance building was shown to be 4,800 sf in size and located straight east of the proposed town hall facility. While the town hall facility would be constructed upon approval of the CUP, the application indicated that the proposed maintenance building would be constructed within five years. Gervais noted that the town hall facility would be constructed with a maximum capacity of 100 people; the parking lot would be designed to accommodate 50

vehicles; and, the general public would access the site from Sunrise Road / CSAH 9 while the township would continue to utilize the existing Ferry Road access.

The Technical Review Committee met with township representative Greg Strom on October 11, 2023. The County Engineer commented that the existing field access on Sunrise Road / CSAH 9, proposed to become the main public access, should be improved / upgraded to handle the proposed level of traffic. The County Engineer offered support for the main access to be located on Sunrise Road / CSAH 9 rather than Ferry Road so as to cause less impact to the Ferry Road neighborhood. No other concerns were identified. The Sunrise Town Board considered the request on October 19, 2023 and recommended approval with no conditions. The 60-day review period was scheduled to expire on December 2, 2023.

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

Chair Yeager invited the applicant to address the Planning Commission. Greg Strom, Sunrise Town Board, was present and available to address questions and concerns. Strom noted that he had reviewed staff's recommended conditions of approval and was satisfied with the proposed hours of operation for use and events and commented that events would be limited and there would be no outdoor music. Strom expressed concern with the proposed amount of vegetative screening and requested that the Commission consider a reduced amount (280' of screening along the southerly property boundary rather than 630'). Chair Yeager asked Planning Commission members and the applicant for additional questions and comments. Eric Leivian inquired if the proposed 280' of vegetative screening included a staggered double-row of trees as recommended by staff. Strom confirmed that the township was agreeable to a staggered double-row of trees. Chris DuBose inquired about the location of the proposed septic system in relation to the southerly property boundary and the potential impact on proposed vegetative screening. Strom stated that there was sufficient space on-site for both the septic system and trees.

Chair Yeager opened the public hearing and sought comment.

Bill Campbell of 41594 Ferry Road, Sunrise Township – Campbell explained that he owned the farm immediately south of the subject site and was concerned about potential impacts related to exterior lighting and noise. Campbell advocated for as much screening as possible and commented that the vegetative screening recommended by staff would be very beneficial.

Mark Osland of 37194 Oasis Road, Sunrise Township – Osland introduced himself as a Sunrise Town Board member and shared that he was speaking on behalf of property owner Jerry Bjork of 11936 Sunrise Road. Osland explained that Bjork's property was located immediately north of the subject site and Bjork was in full support of the new town hall facility.

Sara Rockensock of 41446 2nd Street, Sunrise Township – Rockensock questioned if an Environmental Impact Statement had been completed in order to evaluate the impact of the proposed parking lot on the nearby river and surrounding properties.

Tia Szymanski of 36108 Oasis Road, Sunrise Township – Szymanski offered support for requiring additional screening in order to protect neighboring residents.

Pete Johnson of 40708 Sunrise Road, Sunrise Township – Johnson stated that he was a Sunrise Town Board member and shared that the new town hall would look similar to the Chisago Lake Town Hall but on a smaller scale. Johnson, like Strom, requested a reduced amount of vegetative screening.

With no additional persons wishing to speak, ***motion*** by Chris DuBose to close the public hearing; second by Dave Whitney. The **motion passed** 7-0. Chair Yeager asked Planning Commission members for additional comments. Jim McCarthy suggested and discussed modification of recommended conditions pertaining to landscaping / screening and exterior lighting. Eric Leivian sought clarification from staff on the 2015 CUP (allowing the salt shed) and suggested that the Planning Commission should not be requiring screening of a structure that had received prior CUP approval. Chris DuBose noted that required vegetative screening should not be located in a manner which would impair traffic visibility and advocated for only requiring screening to address the proposed structures.

Motion by Jim McCarthy to amend the recommended condition pertaining to vegetative screening such that the landscaping would start 150' from the road and extend 280' easterly; second by Chris DuBose. The **motion passed** 7-0. Dave Whitney questioned whether an Environmental Impact Statement would be required for the project; Jim McCarthy responded that he did not believe that the proposed project warranted this particular study. ***Motion*** by Jim McCarthy to amend the recommended condition pertaining to exterior lighting such that downcast LED lighting be required; second by Dave Whitney. The **motion passed** 7-0. ***Motion*** by Chris DuBose to adopt Resolution No. PC2023-1101, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a Conditional Use Permit allowing Local Government and Administration Buildings on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township, as presented and amended; second by Dave Whitney. The **motion passed** 7-0.

Conditions as Amended:

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 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. There shall be no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
   Monday through Thursday – 8:00 am to 9:00 pm
   Friday and Saturday – 8:00 am to 10:00 pm
   Sunday – 8:00 am to 9:00 pm
3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. Noise generated from the approved 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.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning ~~no less than 60' from centerline~~ 150' from the easterly edge of Sunrise Road / CSAH 9 ~~(so as to be in line~~

~~with the west boundary of the parking lot)~~ and ~~ending at the point where the property boundary changes from a southwest-northeast orientation to a more east-west orientation (a total distance of approximately 630')~~ extending easterly a distance of 280' from the point of beginning. The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.

7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County Highway Department related to this access.
9. Any exterior lighting shall be designed as LED downcast lighting so as to limit light visible from adjacent roadways and adjacent properties.
10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Carol Hauglie – Coordinator Gervais provided an overview of property owner Carol Hauglie's request for approval of the Preliminary Plat of Autumn Woods Cottages involving the creation of six lots from a 28.20± acre tract of land. The subject site was zoned Rural Residential II (RRII) District and generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township, S11, T37, R22 (PID 06.00235.20).

Gervais reviewed details of the subject site and surrounding area and explained that the applicant intended to create six lots ranging in size from 2.3 acres to 8.11 acres. Noting that a small portion of the subject site was located in the Shoreland Management District, Gervais commented that, as a non-riparian lot, the subject site was subject to the dimensional standards of the underlying RRII District. As proposed, all proposed parcels complied with the County's minimum dimensional requirements.

The Technical Review Committee met with Hauglie on October 11, 2023. It was reported that both the soils report and wetland delineation had been reviewed by County staff and found to be accurate. The County Engineer was satisfied with the proposed access points and would require a shared driveway for the two lots proposed to access Rush Lake Trail / CSAH 1. No other concerns were identified. The Nessel Town Board considered the request on October 10, 2023 and recommended approval with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on January 31, 2023.

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

Chair Yeager invited the applicant to address the Planning Commission. Property owner Carol Hauglie and surveyor Kelly Jordan were present and available to address questions and concerns. Hauglie stated that she believed all proposed lots met the minimum requirements and opened herself for questions. The Planning Commission had no questions for the applicant.

Chair Yeager opened the public hearing and sought comment. With no members of the audience wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Eric Leivian. The **motion passed** 7-0.

Chair Yeager asked Planning Commission members for additional comments. ***Motion*** by John Sutcliffe to adopt Resolution No. PC2023-1102, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Autumn Woods Cottages, as presented; second by Eric Leivian. The **motion passed** 7-0.

Conditions:

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 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. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Sheryl Bearhart and Jordan Waggoner – Coordinator Gervais provided an overview of applicant Sheryl Bearhart's request for approval of an after-the-fact Interim Use Permit (IUP) allowing a Residential and Commercial Kennel on property located at 450 Badger Boulevard in Fish Lake Township, S4, T36, R22 (PID 03.00041.00). Gervais reviewed details of the subject site and surrounding area.

Gervais shared that the business, operating under the name of DesignerDogs MN, was proposing to house personal dogs in the dwelling and utilize a detached garage to house non-personal dogs. There were currently five personal dogs and one puppy on-site, along with 10 dogs that were being temporarily housed until rehomed and three puppies which were "waiting for their forever home". The request included up to seven dogs within the dwelling (Residential Kennel) and up to 22 dogs within the 20' x 26' (520 sf) detached garage (Commercial Kennel) for a total of 29 dogs and 30 puppies. Gervais noted that puppies less than four months of age were not factored into the total number for zoning purposes as the definition of "Kennel" excluded animals less than four months of age.

Gervais reviewed details of the application materials. The proposed Kennels would only house dogs and no other types of animals; proposed services included vaccinations, microchipping, boarding, grooming, breeding, artificial insemination, and birthing assistance; the business proposed to have a maximum of two litters of puppies at any given time; the detached garage was heated with an electric heater during winter months and cooled with multiple oscillating fans during summer months; kennels were cleaned and sanitized daily; dogs were fed twice daily and water was treated with a product to prevent cross contamination; dog waste would be

bagged and placed in the household garbage receptacles; dogs would be allowed outside time throughout the day with no more than four dogs allowed outside at one time; existing trees were proposed to address screening and mitigate potential noise impacts; the hours of operation were reported to be 9:00 am to 5:00 pm, seven days a week by appointment only; and, there would not be any employees other than residents of the property. Gervais shared that the application materials did not include or make reference to a commercial dog park; however, as part of the County's code enforcement efforts, staff found that the subject site was being advertised on www.sniffspot.com as "Richard's 35 Acre Partially Fenced Private Dog Park in Stanchfield". The listing showed that the dog park charged a fee of $10 per dog per hour with a maximum of 20 dogs per booking. Gervais noted that this type of activity required prior zoning approval and, was therefore, considered an illegal land use. Gervais reviewed approximate setbacks of the dwelling and detached garage from surrounding property boundaries and the closest neighboring dwelling.

The Technical Review Committee met with applicant Sheryl Bearhart on October 11, 2023. Bearhart confirmed that she rented the property from Jordan Waggoner and that Waggoner was fully aware of all existing and proposed Kennel activities. Bearhart also shared that dogs within the detached garage would be kept in extra-large crates; the primary dog breed was Exotic Bully; she was investigating the option of composting dog waste; she would provide all vaccinations with the exception of the rabies vaccination; and, she was investigating the possible need for a State license. The Fish Lake Town Board reviewed the request on October 9, 2023 and recommended denial, noting a lack of information on housing, fencing and vaccinations. The 60-day review period was scheduled to expire on December 3, 2023.

Gervais reviewed several concerns identified by staff, including:

- The application was submitted by applicant Sheryl Bearhart and property owner Jordan Waggoner, and the written narrative provided a business name of DesignerDogs Mn. Based on concerns expressed by the Fish Lake Town Board and neighboring property owners, staff reviewed the State of Minnesota business filing and confirmed that the only registered agent for the business is Richard Carter with a registered office address in St. Paul, MN. Staff suggested that Bearhart either provide documentation verifying that she was an authorized agent of the business or the application be amended to include Carter.
- The Fish Lake Town Board suggested that a Kennel license would be required from the State of Minnesota. Staff was not entirely certain if a State license was required; however, Bearhart had requested that the request be tabled in order to allow her time to investigate this potential requirement.
- The application materials did not make reference to a commercial dog park; however, as part of the County's code enforcement efforts, staff found that the subject site was being advertised as a dog park. Gervais added that this type of activity required prior zoning approval and, was therefore, considered an illegal land use.
- Gervais noted that the application was lacking significant detail about such things as estimated distances from neighboring properties, screening, a noise evaluation / study, noise mitigation efforts, Commercial Kennel layout / design and size of kennels / crates, fencing materials / specifications, frequency and duration of outdoor time, anticipated amount of customer traffic, and customer parking areas.

Given the complexity of the request and the lack of detail provided in the application materials, and based on the applicant's written request for the Planning Commission to table the request to its December 7, 2023 meeting, staff recommended that the Planning Commission open the advertised public hearing and either continue the public hearing to the December 7, 2023 meeting or close the public hearing and table the request for further consideration at the December 7, 2023 meeting. Gervais reviewed options available to the Planning Commission.

Chair Yeager invited the applicant to address the Planning Commission. Applicant Sheryl Bearhart and property

owner Jordan Waggoner were present and available to address questions and concerns. Bearhart shared that she had checked with the State and learned that her proposed Kennel activities were below the threshold for a State-issued commercial kennel license. Waggoner provided a lengthy statement, which included an explanation that he began renting the subject site to Bearhart and her partner along with their five dogs in the fall of 2022 and hadn't had any complications with his tenants. Waggoner shared that several family members, friends, and contractors who had recently visited the site reported that the dogs were well mannered and well taken care of. Waggoner also shared that his lease agreement included an addendum which allowed Bearhart and her partner to have five permanent dogs, a couple of temporary dogs which were allowed to stay no longer than one week at a time, and no more than a couple of litters per year, along with a requirement that the tenants carry liability insurance.

Chris DuBose requested, that if there was a future site visit, that the Commission be given access to the detached garage where the dogs were proposed to be housed. Bearhart acknowledged this request. Jim McCarthy suggested that the property owner provide the Planning Commission with a written statement of how many dogs he would be willing to allow on his property.

Chair Yeager opened the public hearing and sought comment.

Michelle Reiter of 574 Badger Boulevard, Fish Lake Township – Reiter shared that she resided immediately east of the subject site and, from her property, she could hear several dogs at all hours and it had affected her daily living. She had not seen the dogs in her yard but was concerned about their containment and her personal safety.

Christopher Forslund of 47659 Acacia Trail, Fish Lake Township – Forslund shared that he lived immediately north of the subject site and that barking was an ongoing concern. Forslund explained that the size and scope of the application differed from what was presented during the meeting. Forslund expressed concerns and stated that he was opposed to the IUP request.

Larry Rose of 1020 470th Street, Fish Lake Township – Rose shared that he lived approximately eight-tenths of a mile from the subject site and had lived there since 1981. He explained that he did not support commercial businesses in this agricultural area and did not support the Bearhart application.

Zack Newstrom of 4800 Anchor Ave, Fish Lake Township – Newstrom stated that he lived northeast of the subject site and expressed concerns about containment of the dogs, lack of fencing, and treatment and supervision of the dogs.

Kevin Rausch of 47440 Acacia Trail, Fish Lake Township - Rausch explained that he lived immediately west of the subject site and he and his family could hear barking at all times of day and night and it could be very loud in the summer when the windows were open. Rausch explained that there was very little landscaping / screening between the two properties and noise carried. He felt that the condition of the subject site was not appropriate for the scope of the application and he was concerned about his childrens' safety.

Property owner Jordan Waggoner provided a rebuttal to Rausch's comments, explaining that some of the issues described by Rausch occurred prior to Bearhart and her partner occupying the subject site.

Motion by Chris DuBose to continue the public hearing to the December 7, 2023 Planning Commission meeting; second by Dave Whitney. The **motion passed** 7-0.

Chris DuBose suggested that, prior to the December 7th meeting, the applicant should address short comings within the application, including fencing specifications and plans to form a complete enclosure for the dogs. DuBose also reiterated his request that the Commission be given access to the detached garage during the next site visit. Dave Whitney suggested that the applicant provide more detail on the size of the kennels / crates proposed to be used in the detached garage, clearer detail on how many dogs were intended to be personal / permanent dogs and how many were intended to be housed within the Commercial Kennel, and a layout plan of the detached garage showing locations of the proposed kennels / crates and other proposed services (i.e., microchipping, grooming, vaccinations, etc.). Jim McCarthy explained that he had researched the possible need for State licensing for the proposed kennel and was not able to determine whether a license was indeed required, but suggested that, if approved, the IUP – and all future similar IUP requests – include a general condition requiring that the use comply with State regulations. Eric Leivian concurred with staff concerns relating to the inclusion of Richard Carter on the application. Dave Whitney suggested that staff's identified concerns, which were included in the staff report, be used for reference as the applicant prepared updated application materials.

Public Hearings – Continued Hearings – None

Old Business – None

New Business

October 25, 2023 CCATO Meeting and Township Feedback on Rural Village Center (RVC) District – Director Schneider provided a summary of his presentation to the Chisago County Association of Township Officers (CCATO) at its October 25, 2023 meeting, explaining that he reviewed the Planning Commission's ordinance update efforts, highlighted many of the suggested amendments, and solicited feedback from the 25-30 township officials in attendance. Schneider shared that the engagement effort was well received and several feedback forms were submitted for Planning Commission review.

Chris DuBose noted that several comments provided by township officials were topics that had already been discussed by the Planning Commission Work Group, suggesting that the Work Group was on the right track. Jim McCarthy offered that he had talked with Sunrise Township about the possible expansion of the Rural Village Center (RVC) District and there seemed to be a lot of interest. Staff noted that no other townships had provided feedback on the RVC District.

Communications and Reports

County Board Liaison Report / Update – County Commissioner Greene reported that the County Board was anxiously awaiting review of the draft ordinances.

Miscellaneous – None

Adjourn Meeting – ***Motion*** by Eric Leivian to adjourn the meeting; second by Dave Whitney. The **motion passed** 7-0. The meeting was adjourned at 8:22 p.m.

Chip Yeager
Chair

ATTEST: Beth Gervais
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** **12**
Title of Item for Consideration: Lower St. Croix River Comprehensive Watershed Management Plan – 2024 Annual Plan of Work	
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.

Since December 18, 2020, the Chisago County Board of Commissioners has appointed one member to serve as a representative to the LSC CWMP Implementation Policy Committee. The current appointee is Commissioner Dan Dahlberg. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee and they continue to serve.

On February 17, 2021, the Chisago County Board of Commissioners approved the Watershed Based Implementation Funding (WBIF) Work Plan for 2021-2022. On May 18, 2022, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2022-2023.

Background: At their October 23, 2023 meeting, the LSC CWMP Implementation Policy Committee approved the 2024 Annual Plan of Work (attached). The Annual Plan of Work is based on the Implementation Actions as defined in the 2021 – 2030 Implementation Table 5-1 of the LSC CWMP.

According to the Joint Powers Agreement for the Implementation of the LSC CWMP, "*The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of the existing Parties."* The 2024 Annual Plan of Work is hereby presented for County Board approval accordingly. Approval of Attachment H: Joint Powers Agreement, contained within the Annual Plan of Work document, is not requested by the Chisago County Board of Commissioners.

***Attachment(s)*:**

- Lower St. Croix Partnership, 2024 Annual Plan of Work and Attachments

Action Requested/Recommended: The County Board is respectfully requested to accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work and Attachments for 2024. The following motion is suggested:

"Move to accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work and Attachments for 2024, as presented."

Implications of Action: Recommended Board action will assist in implementing the Lower St. Croix Comprehensive Watershed Management Plan.

***Budget/Financial Implications*:** There are no budget implications at this time. The approved Annual Plan of Work recognizes water resources funding investments throughout the Lower St. Croix watershed.

***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 _____

Lower St. Croix Watershed Partners
2024 Annual Work Plan

The Lower St. Croix River Comprehensive Watershed Management Plan adopted in October 2020 includes implementation activities for the 10-year life of the plan in Table 5-1. The 2024 work plan presented here is derived directly from Table 5-1 including estimated outputs (i.e., results) and estimated expenses. Many activities are eligible for Watershed Based Implementation Funds (WBIF) through the use of applicable policies (see attachments). Other activities will use local funds or other grants as allocated and approved by local partners.

The table is broken into four major implementation areas. A summary of each is shown below.

Additional attachments are included for a complete set of existing calendars, policies, and the joint powers agreement:
Attachment A: 2024 work plan from Table 5-1 of LSC Comprehensive Plan
Attachment B: 2024 LSC Project Process Calendar
Attachment C: WBIF Proposed Project Evaluation and Approval Process for the Lower St. Croix Watershed Partnership
Attachment D: Non-Structural Agricultural BMP Policy
Attachment E: Non-Structural Urban BMP Policy
Attachment F: Tree Canopy Assessment Protocol for Enhanced Street Sweeping Prioritization
Attachment G: Lower St. Croix Fast Track Project Policy
Attachment H: Joint Powers Agreement

2024 Work Plan Summary

Part A. Implementation Actions for Agricultural Lands	
Estimated Expenses	$1,233,900*
Activities	Shared Services: Agronomy Outreach Specialist Structural agricultural BMPs Non-structural agricultural BMPs Conservation planning and technical assistance Ditch management
2024 Estimated Outputs	200 acres with non-structural BMPs that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater
	412 lbs total phosphorus reduction through structural BMPs in priority areas
	5 irrigation systems with smart technology installed
	10 - 20 Upgraded SSTS in sensitive areas and shoreland

Part B. Implementation for Developed and Developing Lands	
Estimated Expenses	$1,195,800*
Activities	Shared Services: Educator Structural urban BMPs Non-structural urban BMPs Project reviews and technical assistance on stormwater management and urban BMPs Interagency coordination Land acquisition and management
2024 Estimated Outputs	2 developments retrofitted with infiltration, recharge or reuse projects
	20 lbs total phosphorus reduction through structural BMPs in priority areas
	15% of all cities with staff certified in Smart Salting Training
	10 irrigation systems with smart technology installed
	10 - 20 upgraded SSTS in sensitive areas and shoreland
	10 shoreline restoration projects
	1 LGU with new wetland protections
	1 easement or acquisition in priority lakeshed
	1 landlocked basin analyzed
Part C. Implementation for Ecosystem Services	
Estimated Expenses	$1,668,500*
Activities	Wetland restoration Culvert Inventory Ag/Urban non-structural BMPs AIS Prevention and management Land and shoreland protection and management Technical assistance
2024 Estimated Outputs	1 stream restoration project
	100 acres restored wetlands
	2.5% increase in watercraft inspections for AIS
	2 new boat launches with AIS signage
	5 phragmites infestations removed
	1 LGU with new shoreland protections
	2 new landscape designs for climate resiliency
	100 acres protected through easement or acquisition
	100 acres managed with new Landscape Steward Plan

Part D. Implementation for Prioritization and Analysis	
Estimated Expenses	$743,225*
Activities	Targeting analyses Technical assistance Monitoring lakes, streams, wetlands, ditches, groundwater Internal lake analyses Gully and erosion inventories Mapping Chisago Chain of Lakes channel and weir operation/maintenance
2024 Estimated Outputs	3 subwatershed analyses for priority lakes
	3 subwatershed analyses for priority streams
	1 lake analyzed for internal loading
	Implementation of robust water monitoring programs by all partners

*Sources of funding include WBIF, local partner funds, other grants, etc.

Attachment A

Lower St. Croix Partnership 2024 Annual Plan of Work (based on LSC CWMP Table 5-1)

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
Part A. Implementation Actions for Agricultural Lands							
	Shared Services: Agronomy Outreach Specialist					**$125,000**	A5 Ag Outreach
	Cost Share for Agricultural BMPs (structural and non-structural)					**$470,000**	A1 + A3 Structural and Non-structural Ag BMPs
	Conservation planning and technical assistance					**$273,900**	A7 Technical/Engineering
1	**GW Quality (Table 3-1 GW1A, 2B)**	Basin Wide Priority - Agricultural lands where: 1) DWSMA vulnerability is moderate, high, or very high; or 2) Pollution sensitivity to wells is high or very high; or 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate See **Figure 5-1**	Install BMPs on 2,200 acres that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater		200 ac		A3 Ag Non-structural BMPs
2	**Rivers & Streams + St. Croix River WQ (Table 3-1 R&S 1A; STC 1B, C)**	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in **Figure 5-2** See Table 5-2 for streams and total phosphorus reduction goals; see **Figure 5-2**	Reduce total phosphorus by 3,300 lbs/year (install approximately 220 BMPs @ estimated 15 lbs/BMP) and reduce TSS, bacteria, and nitrogen as secondary benefit		300 lbs TP (approx. 20 BMPs)		A1 Ag Structural BMPs
3	**Lake WQ from ag (Table 3-1 LK1A, 2A)**	Regionally Significant Lakes for Agricultural BMPs See Table 5-3 for lakes and total phosphorus reduction goals; see **Figure 5-3** for map	Install conservation BMPs, near sensitive lakes or in direct lake catchments to reduce TP by 1,275 lbs (estimated 15 lbs/BMP) and to reduce TSS, bacteria, and nitrogen as		112.5 lbs TP (approx. 200 ac)		A1 Ag Structural BMPs
4	**GW Quantity (Table 3-1 GW2A)**	All agricultural irrigators; highest priority given to highest consumers [*For context : Active water use permits from MPARS database 2018: 100 agricultural irrigators; 157 Water Supply Wells; 37 Non-crop irrigators. Total = 294. 100 of those used >1MG in 2018* .]	Install or retrofit smart technology on 40 irrigation systems		5 systems	$72,500	A3 Non-structural Ag BMPs

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
5	**River & Stream Flows (Table 3-1 R&S 3A)**	Basin wide	Identify and map 100% of private ditches as part of developing Conservation Plans				A7 Technical/Engineering
	Develop and implement plan for management and maintenance of ditch system including a system and protocol for establishing BMPs within easement right of ways of existing public ditches.					$5,000	A14 Ditch Management
	Provide training for local staff on topics related to drainage management, wetland management, and related areas					$500	A6 + A5 Shared Services Education and Ag outreach
6	**Drainage impacts on wetlands (Table 3-1 WTL 1B)**	All public and private ditches	Review 100% of drainage projects for possible impacts to wetland quality			$17,000	A14 Ditch Management
7	**Drainage impact on rivers & streams (Table 3-1 R&S 1C)**	Judicial and public ditches	Maintain or improve downstream water quality following ditch maintenance				A14 Ditch Management
8	**GW quality from contaminants (Table 3-1 GW1B)**	Priority areas: Where pollution sensitivity to near surface materials is high, or in karst areas, or where bedrock is at or near the surface; see Figure 1-3 for map Secondary priority: Basin wide	Upgrade 100 non-conforming or non-compliant SSTS to properly functioning, compliant systems. [For context: Estimated 4,202 SSTS basin wide failing to protect GW. Source: SSTS Annual Report 2018 (MPCA, Aug 2019) Number of SSTS per county * % of county in LSC * estimated 15%		10 systems	$270,000	A3 Ag Non-structural BMPs
9	**Lake impacts from SSTS (Table 3-1 LK 1C)**	Basin wide: Shorelands adjacent to nutrient impaired lakes Chisago Co: Countywide	Basin wide: Decrease non-compliant and non-conforming SSTS in shorelands adjacent to nutrient impaired lakes Chisago Co: Decrease non-compliant and non-conforming SSTS in all areas by 50% and in shorelands adjacent to nutrient impaired lakes by 80% [*For context: Estimated 5,323 non-compliant SSTS basin wide. Source: SSTS Annual Report 2018 (MPCA, Aug 2019): Number of SSTS per county * % of county in LSC **]		10 systems		A3 Ag Non-structural BMPs
10	**GW quality from contaminants (Table 3-1 GW1B)**	Basin wide	Properly seal or floodproof 100% of known or discovered abandoned wells or wells at risk of flooding				A3 Non-structural Ag BMPs

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
SUBTOTAL: Part A. Implementation Actions for Agricultural Lands						$1,233,900	
Part B. Implementation for Developed and Developing Lands							
	Shared Services: Educator 1) Provide outreach, education and ordinance development on Minimal Impact Design Standards with local governments, developers, and others; 2) Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices.					$110,000	A6 Shared Educator
	Cost Share for Urban BMPs (structural and non-structural)					$300,000	A2 + A3 Urban Structural and Non-structural BMPs
	Provide project reviews and technical assistance on stormwater management and urban best management practices through local staff and local initiatives including evaluating small storm volume control and large storm rate control ordinances.					$250,800	A7 Technical/Engineering
11	**GW recharge & infiltration (Table 3-1 GW 2B) + Lake & stream WQ (Table 3-1 LK1B, R&S 1A)**	Basin wide [Estimated 40 communities in basin without MIDS or similar standards]	Implement Minimal Impact Design Standards or more restrictive in 20 communities; including climate resiliency provisions or standards		0	$0	A6 Shared Services Education
12	**GW recharge & stream flow (Table 3-1 GW 2B, R&S 3A)**	In critical groundwater recharge areas as identified in existing or future maps or studies	Retrofit 20 existing developments with infiltration, recharge and reuse projects		2 projects		A2 Structural Urban BMPs
13	**St. Croix River flows (Table 3-1 STC 3A)**	Direct catchments to the St. Croix River and Lake St. Croix	Evaluate and update small storm volume control and large storm rate control ordinances in 4				A15 Interagency Coordination
14	**St. Croix River + Rivers & streams WQ (Table 3-1 STC 1B; R&S 1A)**	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in **Figure 5-2** See Table 5-2 for streams and total phosphorus reduction goals; See **Figure 5-2**	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]		10 lbs. TP (approx. 10 BMPs)		A2 Structural Urban BMPs
15	**Lake WQ (Table 3-1 LK 1B)**	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See **Figure 5-3**	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]		10 lbs. TP (approx. 10 BMPs)		A2 Structural Urban BMPs
16	**St. Croix River chlorides (Table 3-1 STC 1D)**	Basin wide	75% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training		Total of 15% of cities		A15 Interagency Coordination
17	**GW quantity (Table 3-1 GW 2A)**	All irrigators; highest priority given to highest consumers and communities with highest residential usage	Install or retrofit smart technology on 40 irrigation systems		10 systems	$145,000	A2 Structural Urban BMPs

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
18	**GW contaminants (Table 3-1 GW 1B)**	Basin wide - all currently unlicensed facilities and generators	License 100% of hazardous waste generators				A15 Interagency Coordination
19	**GW contaminants (Table 3-1 GW 1B)**	Priority areas: Where pollution sensitivity to near surface materials is high, or in karst areas, or where bedrock is at or near the surface Secondary priority: Basin wide	Upgrade non-conforming or non-compliant SSTS to properly functioning, compliant systems. [See Line 8 of this table for context.]				A3 Urban Non-Structural BMPs
20	**Lake impacts from SSTS (Table 3-1 LK 1C)**	Basin wide: Shorelands adjacent to nutrient impaired lakes Chisago Co: Countywide	Basin wide: Decrease non-compliant and non-conforming SSTS in shorelands adjacent to nutrient impaired lakes Chisago Co: Decrease non-compliant and non-conforming SSTS in all areas by 50% and in shorelands adjacent to nutrient impaired lakes by 80%				A3 Urban Non-Structural BMPs
21	**Lake shorelines (Table 3-1 LK 2B & UP 2A)**	Regionally Significant Lakes for Protection and Sustainable Development: Table 5-3 and **Figure 5-3**	Install 100 shoreline restoration projects [100% of lakeshore owners with altered shorelines are provided information on restoration programs]		10 projects	$40,000	A2 Structural Urban BMPs
22	**Protect wetlands (Table 3-1 WTL 1A)**	Basin wide during land use change or alteration, development or redevelopment	Increase by 5 the number of LGUs with adopted wetland protections including buffer requirements and setbacks for permanent structures		1 LGU		A15 Interagency Coordination
23	**Maintain & restore habitat (Table 3-1 UP 1F)**	Land with priority habitats and corridor connections	10% of land in new developments is dedicated to wildlife habitat [significant new areas of land conversion from vacant or rural land to residential, commercial/industrial, institutional, or transportation]		5% of land in new development		A12 Land Acquisition & Management
24	**Sensitive lake protection (Table 3-1 LK 2A)**	Regionally Significant Lakes for Protection and Sustainable Development: Table 5-3 and **Figure 5-3**	Implement sustainable development and land preservation programs in lakesheds of priority lakes through 10 easements or		1 easement or acquistion		A3 Urban Non-Structural BMPs
25	**Landlocked basin impact on River (Table 3-1 STC 1B, 3A, 4C)**	Eutrophic natural landlocked basins to be discharged to St. Croix River	Perform analysis and implement measures to meet state standards for nutrients on 3 waterbodies		1 basin	$350,000	A7 Technical/Engineering
SUBTOTAL: Part B. Implementation for Developed and Developing Lands						$1,195,800	
Part C. Implementation for Ecosystem Services							
	Perform culvert inventory: redesign and restore as road projects are completed to help manage to natural hydrologic conditions through use of MnDNR Geomorphic Approach to infrastructure Design at Road-Watercourse Intersections					$100,000	A7 Technical/Engineering

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
26	**Rivers & Streams ecosyste ms & flow (Table 3-1 R&S 2A, 3A, STC 1B)**	St. Croix River and Lake St. Croix direct drainage tributaries	Reduce TP loading and TSS loading by 425 lbs and 1,085 tons, respectively. Implement 5 stream restoration projects to restore and improve stream corridors, instream habitat, and riparian area stability [Average TP reduction/restoration = 85 lbs; Average TSS reduction/restoration = 217 tons]		1 stream restoration project	$350,000	A3 Ag/Urban Non-Structural BMPs
27	**Trout populations (Table 3-1 R&S 1B)**	Trout streams (Brown's Creek, Valley Creek, Lawrence Creek, Trout Brook, Willow Brooke, Mill Stream, Falls Creek, Gilbertsons's Creek)	Trout populations maintained through stream restorations, BMP installations, and enforcement of development standards		Year 4: All streams trout YOY recruit-ment, survival of previous year class		A3 Ag/Urban Non-Structural BMPs
28	**Wetland quantity (Table 3-1 WTL 2A, 2B)**	1. In highest priority catchments (red, yellow and green areas) within BWSR's Compensation Planning Framework priority catchments in the Lower St. Croix River Watershed (Figure 5-5) 2. In locations where studies or mapping tools find that restoration will have significant positive impact on natural	Create or restore 1,000 acres of historic wetlands lost to land use changes		100 acres created or restored	$495,000	A4 Wetland Restoration
29	**Wetland loss (Table 3-1 WTL 2A, 1B)**	Judicial and public ditches	Mitigate loss of wetland acres resulting from ditch maintenance activities		No net wetland loss		A14 Ditch Management
30	**Wetland quantity (Table 3-1 WTL 2B)**	Basin wide	Create and maintain 2 new BWSR and USACE approved wetland banks within the basin				A4 Wetland Restoration
31	**AIS in Lakes & St. Croix River (Table 3-1 LK 2C; STC 2A)**	High traffic boat launches on St. Croix River and Lake St. Croix	Increase watercraft inspection hours by 25%		Increase hours by 2.5%	$443,500	A13 Aquatic Invasive Species Prevention & Management
32	**AIS (Table 3-1 LK 2C; STC 2A; R&S 2B)**	Within 15 miles of all public boat launches on zebra mussel infested lakes and rivers	Within 15 miles of all public boat launches on zebra mussel infested lakes and rivers				A13 Aquatic Invasive Species Prevention & Management
33	**AIS signs (Table 3-1 LK 2C; STC 2A; R&S 2B)**	Basin wide	Install AIS informational signage at 20 boat launches and marinas		2 new launches w/ signage		A13 Aquatic Invasive Species Prevention & Management
34	**AIS in Lakes (Table 3-1 LK 2C)**	Lakes in Chisago Co. and Isanti Co. with public access	Develop 1 comprehensive AIS rapid response plan for lakes				A13 Aquatic Invasive Species Prevention & Management

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
35	**Phragmites (Table 3-1 WTL 1C)**	In order of priority 1. Chisago Lakes LID 2. Carlos Avery WMA 3. Elsewhere in Chisago Co and Isanti Co 4. Headwaters of North Branch & West Branch Sunrise River	Reduce the size and number of invasive phragmites locations as reported on EddMaps by 50% or 45 infestation areas. Stabilize and eradicate those small infestataions less than 1,000 – 2,000 sq. ft. through rapid response plans, where available		Reduce by 5 infestations		A13 Aquatic Invasive Species Prevention & Management
36	**Lake levels (Table 3-1 LK 3A)**	Chisago Co. Lakes = Chisago Lakes Chain of Lakes (Chisago, South Lindstrom, North Lindstrom, Green, Little Green, North Center, South Center), Fish, Horseshoe, Little Horseshoe, Sunrise	Develop resiliency plans or responses, such as a Slow-No-Wake Ordinance or Channel and Weir Operations and Maintenance Plans, to address vulnerable properties			$10,000	A11 Shoreland Protection & Management
37	**Internal loading (Table 3-1 LK 1D)**	In lakes where internal loading is estimated to be a significant contributor to degraded water quality and where not addressing the internal loading would result in sustained degradation (See Internal Loading Lakes Table 5-4)	Address source of internal loading 3 in lakes		0	$0	A1 + A2 + A3 Structural and Non-structural Ag/Urban BMPs
38	**Shoreland (Table 3-1 UP 1A, R&S 2A, LK 2B)**	Basin wide	Increase the number of LGUs (including counties) by 2 that adopt innovative shoreland standards		1 new LGU w/ adopted standards	$40,000	A11 Shoreland Protection & Management
39	**Resilient lands (Table 3-1 UP 1C, 1D)**	Private lands in priority corridors and critical habitat areas and large-scale developments with land-use change	Increase in the number of diverse landscape designs and plantings resilient to climate change		2 designs	$50,000	A7 Technical/Engineering
40	**Land protection (Table 3-1 UP 1B; R&S 2A; LK 2A)**	First priority: Areas near already protected lands (public or private), tributaries near impaired waters, areas where known endangered species are present and identified biologically significant natural areas as identified by MLCCS mapping Second priority: Basin wide	At least 1000 acres protected through acquisition and easements.		100 acres protected	$180,000	A12 Land Acquisition & Management
41	**Land protection (Table 3-1 UP 1C, LK 1B)**	First priority: Areas where upland habitat is fractured and shoreline areas where there is high to moderate development or land under future development pressure Second priority: Basin wide	Create 20 new Landscape Stewardship Plans		2 new plans		A7 Technical/Engineering
42	**Habitat improve (Table 3-1 UP 2C)**	Basin wide based on prioritized mapping including MLCCS maps and other critical habitat mapping	1,000 new acres managed for better habitat, or as recommended in Landscape Stewardship Plans		100 new acres managed		A7 Technical/Engineering

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
43	**Protected lands (Table 3-1 UP 2B)**	Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails	Increase acres under private Forest Management Plans or Woodland Stewardship Plans by 20% [23 plans over 10 years]		2 new plans developed		A7 Technical/Engineering
SUBTOTAL: Part C. Implementation for Ecosystem Services						$1,668,500	
Part D. Implementation for Prioritization and Analysis: Issues, Goals, Actions, Measurable Outputs, and Priority Locations							
44	**STC 1A**	Basin wide	Evaluate the water quality metrics, set reporting standards, report on goal progress for the St. Croix River	Identify, appoint, and empower entity or person to lead/evaluate the water quality metrics, set reporting standards, report on goal progress.		$25,000	A9 Targeting Analysis
45	**GW 3A**	Order of Priority: 1) Surrounding known contamination sites where data are lacking 2) DWSMAs 3) Townships without nitrate testing	Pollution sources (including mines), areas around chemical contamination sites, vulnerable areas, and surface water-GW interactions are studied and mapped	Work with State agencies and Metropolitan Council to study and map pollution sources (including mines), areas around chemical contamination sites, vulnerable areas, and surface water-GW interactions		$0	A9 Targeting Analysis
46	**GW 3A**	Basin wide	100% of recharge areas and groundwatersheds of GW dependent natural resources are mapped	Support agencies such as DNR and Met Council in mapping recharge areas and groundwatersheds of GW dependent natural resources		$20,000	A9 Targeting Analysis
47	**GW 3A**	Basin wide where needed	Complete at least one county groundwater plan	Build on existing GRAPS to develop groundwater plans that lay out technical framework, issues, policies and implementation actions for the protection and conservation of groundwater		$0	A7 Technical/Engineering
48	**GW 3A**	Maintain basin wide; expand in Isanti and Pine Co. 1) DWSMAs 2) Groundwatersheds of GW-dependent natural resources	Maintain existing or increase number of new observation wells	Work with MnDNR to maintain and expand observation well program		$41,865	A9 Targeting Analysis
49	**LK 1D**	Regionally Significant Lakes for Internal Loading Analyses Table 5-4	Calculate internal loading of phosphorus	Calculate internal loading of phosphorus on 15 lakes @ $25,000 each	1 lake analyzed	$37,500	A8 Internal Analysis
50	**LK 4A**	Anoka Co. Lakes = Pet, Rice, South Coon, Skunk, Tamarack Chisago Co. Lakes = Sunrise, Little Horseshoe Isanti Co. Lakes = Hoffman, Horseleg, Horseshoe, Upper and Lower birch, East and West Twin, Tamarack (30- 0001-00), Long (30-0002- 00,) Big Pine (30-0015-00), Grass (30-0017-00), Splittstoeser (30-00041-00)	Baseline data such as transparency, total phosphorus and chlorophyll- a are collected	Develop monitoring plan and collect data using available means such as volunteers, Met Council's CAMP, MPCA's citizen monitoring program, MPCA's Intensive watershed monitoring program, SWCDs, counties, parks departments, lake associations, etc. Anoka Co annual costs (5 lakes * $2,100/lake) = $10,500 Chisago Co annual costs (2 lakes) = $1,200 Isanti Co annual costs (12 lakes) = $1,430/lake = $17,160		$28,860	A9 Targeting Analysis

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
51	**LK 4A STC 2B, 4C**	Basin wide	Participate in studies and/or stay informed of latest science to assess the impact of a changing climate on lakes and the St. Croix River	Use latest climate science to implement adaptive management	Included in existing work		A9 Targeting Analysis
52	**LK 4A**	Chisago Chain of Lakes	100% of lakes prone to anthropogenic water level variation are identified	Manage the channel and weir system with an approved operation and maintenance plan.		$36,000	A7 Technical/Engineering
53	**LK 4A**	Basin wide	100% of lakes prone to direct anthropogenic water level variation are identified	Participate in DNR lake level monitoring program to routinely collect lake level data		$13,000	A7 Technical/Engineering
54	**LK 1A, 1B, 4A**	Subwatersheds of Regionally Significant Lakes Table 5-3 and **Figure 5-3**	20 subwatershed project targeting analyses are completed (estimated $10,000-$50,000/SWA or $30,000 ave)	Conduct analyses to identify and prioritize water quality improvement projects within a priority subwatershed. Methods and analyses can include site or field scale subwatershed analyses, diagnostic monitoring, spatial analysis and	3 SWAs	$90,000	A9 Targeting Analysis
55	**R&S 1A, STC 4B**	Regionally Significant Rivers and Streams: - Streams and tributaries in Sunrise R. Watershed - Direct drainage areas to St. Croix River through Rock, Rush, Goose, and Browns Creeks and Trout Brook and other small streams as shown in Table 5-2 and **Figure**	20 subwatershed project targeting analyses are completed (estimated $10,000 - $50,000/SWA or $30,000 ave)	mapping, modeling, cost benefit analyses, or other data-driven targeting activities. See Section VII.B. for further description.	3 SWAs	$90,000	A9 Targeting Analysis
56	**STC 4A, 4C**	Tributaries to the St. Croix	Coordinated hydrologic, chemical, and biological monitoring of the St. Croix River and its tributaries; nutrient loading data of major tributaries to the St. Croix River is evaluated.	Operate up to 10 new monitoring stations that lack data (quality and quantity) to evaluate progress toward achieving the TMDL and to identify priority subwatersheds. @ $10,000/year/station		$100,000	A7 Technical/Engineering
57	**STC 3A**	Land use authorities in the St. Croix Riverway.	Evaluate the floodplain and zoning ordinances for consistency and effectiveness in protecting the floodplain function and preventing flood damages. Include impacts of variances in the evaluation.	Work with land use authorities along St. Croix River and MnDNR Area Hydrologists to evaluate floodplain and zoning ordinances and update where appropriate.		$25,000	A7 Technical/Engineering
58	**STC 4B & UP 2A**	Intermittent and perennial tributaries and watercourses flowing directly to St. Croix River	Inventory and prioritize active erosion sites.	Identify, evaluate, and rank active gullies directly discharging into the St. Croix or its tributaries [LIDAR to identify gully locations; RUSLE & BWSR pollution reduction calculator to determine pollution reduction		$25,000	A9 Targeting Analysis

#	Activity	Priority Location	Measurable Output	Implementation Actions	2024 Estimated Outputs	2024 Estimated Cost	Activity Categories
59	**STC 2B, 4C UP 1A**	Basin wide	Map priority restoration and protection areas for acquisition, easements, and voluntary stewardship	Complete level 4/5 MLCCS basin wide. Expand the Washington County Natural Resource Framework and use their methodology in Anoka, Chisago, Isanti, and Pine Counties. (MLCCS = $1,000/sq mi * 640 sq miles)		$100,000	A9 Targeting Analysis
60	**UP 1E**	First priority: Public lands or near public lands; areas may be further prioritized thru cooperative weed mgmt area Second priority: Basin wide	Map and target "eradicate and control list" invasive species populations for each county Contact 50% of landowners for species on restricted list	Implement a cooperative weed management area (including MNDOT when possible) and promote associated implementation strategies.		$0	A9 Targeting Analysis
61	**WTL 3E**	Pine County	Complete soil survey	Complete soil survey as developed by NRCS, USDA & shown in Soil Survey Geographic (SSURGO) Database	To be completed by NRCS		A7 Technical/Engineering
62	**WTL 3D**	Wetlands upstream of nutrient impaired streams and lakes	Monitor 10 identified wetlands for nutrient and volume contribution to impaired lakes and streams	Use subwatershed analyses or monitoring/modeling data to identify degraded wetlands with the potential of contributing high nutrient loads to downstream resources.		$75,000	A7 Technical/Engineering
63	**WTL 3D**	Basin wide	Identify 5 degraded wetlands with best restoration potential in each HUC 10	Use existing Restorable Wetland Prioritization Tool to focus effort	To be completed in conjunction with existing		A9 Targeting Analysis
64	**WTL 3E & 1D**	1st priority: Public ditches in Isanti Co. 2nd priority: Basin wide	Obtain Nutrient Loading Data in basins/wetlands near Ditch outlets to identify areas for ditch improvements to filter runoff	Collect water quality data near ditch outlets of 25 ditches (estimated $2,000 per ditch)		$5,000	A9 Targeting Analysis
65	**WTL 3A, 3B, 3C**	1st Priority: Isanti County 2nd Priority: Basin wide	Create wetland inventory based on MLCCS, and function and value assessment and/or floristic quality assessment	Increase by 5 the number of LGUs with policies requiring wetland function and value assessments with project proposals such as developments or ditch work.		$25,000	A7 Technical/Engineering
66	**WTL 3B**	Pine County and Isanti County	An inventory and map of all areas of wetland loss and historic wetlands is locally verified	Verify recently completed inventory and map % of areas of wetland loss and historic wetlands		$6,000	A7 Technical/Engineering
SUBTOTAL: Part D. Implementation for Prioritization and Analysis: Issues, Goals, Actions, Measurable Outputs, and Priority Locations						$743,225	

Attachment B

2024 LSC Project Process Calendar

Policy Committee meets quarterly (4th Monday of the month)
Steering Committee meets monthly (4th Wednesday of the month)
Planning Team meets monthly (2nd Wednesday of the month)
Advisory Committee meets as needed (e.g., AC meets to approve annual work plan)

This calendar only shows meetings which pertain to the proposed project approval process. Additional meetings are held at the frequencies described above.

January	February	March
1/5 Deadline: All partners submit 2023 activity reports to Reporting Lead **1/15 Deadline**: Policy Committee meeting packet posted, including 2023 grant activity report **1/22 Policy Committee**: At regular quarterly meeting review 2023 grant activity report	**2/14 Deadline**: Project requests <$50K submitted to Meeting Facilitator (2 weeks before SC meeting) **2/28 Steering Committee**: At regular monthly meeting consider project requests <$50K	**3/8 Notice**: Meeting Facilitator will send out call for projects reminder to all partners 60 days in advance of the May application deadline **3/13 Deadline**: Project requests ≥$50K submitted to Meeting Facilitator **3/27 Steering Committee**: At regular monthly meeting review project requests ≥$50K that are due to come to PC in April
April	**May**	**June**
4/15 Deadline: Policy Committee meeting packet posted, including project requests ≥$50K **4/22 Policy Committee**: At regular quarterly meeting consider project requests ≥$50K once per year	**5/8 Deadline**: Project requests <$50K submitted to Meeting Facilitator (2 weeks before SC meeting) **5/22 Steering Committee**: At regular monthly meeting consider project requests <$50,000	**6/14 Notice**: Meeting Facilitator will send out call for projects reminder to all partners 60 days in advance of the August application deadline
July	**August**	**September**
	8/14 Deadline: Project requests <$50K submitted to Meeting Facilitator (2 weeks before SC meeting) **8/28 Steering Committee**: At regular monthly meeting consider project requests <$50,000	
October	**November**	**December**
		12/13 Notice: Meeting Facilitator will send out call for projects reminder to all partners 60 days in advance of the February application deadlines (dual notice this month – projects less than and greater than $50K)

Attachment C

LOWER ST. CROIX WATERSHED PARTNERSHIP

WBIF Proposed Project Evaluation and Approval Process for the Lower St. Croix Watershed Partnership

Updated February 1, 2023

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Purpose

This document provides a detailed overview of the evaluation and approval of projects proposing to use Lower St. Croix Watershed Partnership (LSCP) Watershed-Based Implementation Funds (WBIF). This document is intended to be reviewed each December to evaluate its effectiveness in relation to Comprehensive Plan implementation, and determine what modifications to improve process, address gaps, or to better align with other policies or procedures should be made.

The process described in this document is an aggregation of the following sources:

- Appendix to the 2022 Annual Plan of Work: Lower St. Croix Project Approval Process Policy
- Appendix to the 2022-23 Annual Plan of Work: Lower St. Croix Fast Track Project Policy
- September 26, 2022 – Lower St. Croix Watershed Partnership Policy Committee Meeting Minutes
- Review process graphics for proposed WBIF projects

WBIF Funding Applicability

To apply for WBIF-funding, eligible entities/applicants are limited to the 15 local government unit (LGU) partners that signed on to the joint power's agreement for implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Non-included entities/individuals can work with one of the 15 partners to submit an application.

Partners include: Chisago County, Isanti County, Pine County, Washington County, Anoka Conservation District, Chisago Soil and Water Conservation District, Isanti Soil and Water Conservation District, Pine Soil and Water Conservation District, Washington Conservation District, Brown's Creek Watershed District, Carnelian-Marine-St. Croix Watershed District, Comfort Lake Forest Lake Watershed District, South Washington Watershed District, Valley Branch Watershed District, and Middle St. Croix Watershed Management Organization.

Project Review Schedule

Request for Projects and Submission Deadlines

- The Lower St. Croix Watershed Partnership staff will send out requests for projects to all partners 60 days in advance of a scheduled Steering or Policy Committee meeting in which projects will be reviewed by an appointed individual of a partner. [1]

- Submission deadlines are 2 weeks prior to the applicable Steering or Policy Committee meeting to provide adequate time to assemble meeting packets.

- The 2023 submission deadlines and meeting schedule is shown in **2023 LSC Project Process Calendar** (Attachment 1).

Reviews

The projects reviewed and considered by the Steering and/or Policy Committee will fall into one of two broad categories.

1. Projects equal to and exceeding $50,000[2]

2. Projects less than $50,000

The primary difference in these categories is the review schedule/frequency, and the review audience. Both categories will generally follow the same core process. The primary differences between the project types are outlined below.

- Projects equal to and exceeding $50,000

    - Schedule:
        - Reviewed one time annually (March by the Steering Committee; April by the Policy Committee).

    - Audience:
        - Projects must be reviewed by the Steering Committee, who provides a recommendation for approval/denial to the Policy Committee.
        - Projects must be reviewed by the Policy Committee, who provides a recommendation for approval/denial to the fiscal agent.[3]

[1] Each December calls for proposals will be sent for both categories of projects (less $50,000 - reviewed in February; and, equal to or exceeding $50,000 - reviewed in March).
[2] Amounts above, equal to, or below $50,000 refers to the grant fund request amount, not total project cost.
[3] Projects do not require approval by the Lower St. Croix Watershed local partner boards unless the project requires a grant agreement amendment or work plan revision equal to or exceeding $50,000.

- Projects less than $50,000

    - Schedule:
        - Reviewed three times annually in February, May, and August

    - Audience:
        - Projects must be reviewed by the Steering Committee, who provides a recommendation for approval/denial to the fiscal agent.

Evaluation Process

Step 1: Application

An eligible applicant fills out a project request form plus appropriate attachments (see attachments listed on project request form) and self-evaluates the project.

***Application Criteria**: The following are **required** for a project to qualify for WBIF funds.*

1. The eligible applicant has investigated potential match funding options from other sources.

2. The eligible applicant has submitted a Funding Request Form and any necessary attachments/self-evaluation forms at least two weeks in advance of the Steering Committee meeting to the Lower St. Croix Watershed Partnership meeting facilitator.

3. The project is indicated as a priority in the Lower St. Croix 10-year Comprehensive Watershed Management Plan.

4. The project is in alignment with the Lower St. Croix Watershed Partnership WBIF grant work plan.[4]

5. The project meets all of the Gatekeeper Criteria (see page 95).

Step 2: Steering Committee Evaluation

The Steering Committee evaluates the project. Projects meeting these criteria will be weighted higher than those that do not.

1. How project scores (the forms linked below are viewable on the LSCP website):
    a. CWMP Scoring Matrix
    b. Wetland Restoration
    c. Internal Loading Analyses
    d. Targeting Analyses

[4] If a partner is proposing a project that is not in alignment with the Lower St. Croix Watershed Partnership (LSCP) WBIF grant work plan, the partner must first request and receive a work plan amendment prior to submitting an application for LSCP WBIF funding consideration.

2. The applicant is in good standing with the LSC (e.g., has delivered and/or closed previous projects in a timely fashion).

3. The project will take place in the current grant cycle.

4. The project will utilize funds on the cusp of expiration.

Step 3: Steering Committee Recommendations

The Steering Committee makes a recommendation. Recommendations require a simple majority vote, (50% plus one of partners attending the meeting). Only a single representative from each entity may cast a vote. If the recommendation is for approval, Step 4 is followed for project requests equal or exceeding $50,000. Skip to Step 5 for project requests less than $50,000.

- If the project was not selected for funding, a Partner may pursue an Appeal.
  The Fiscal Agent and a designated member of the Steering Committee will keep an ongoing list of projects that have been approved/recommended.

- If a project is not selected for funding, an applicant may resubmit the same project at a future date for consideration. Re-submitted projects will be evaluated as described in Step 2.

Step 4: Policy Committee

The Policy Committee considers the project.

- Prior to making any recommendations, the Policy Committee will review the **Conflict of Interest Policy**, as part of the agenda, requesting members to disclose any actual, potential, or perceived conflicts.

- The Policy Committee will make a decision on projects rankings, based on merit, either choosing to uphold Steering Committee recommendations or modifying the Steering Committee's recommendations based on its own analysis.

- Recommendations of approval from the Policy Committee require a super majority vote of the members attending the meeting (2/3 or 66%).

- A recommendation for approval advances the project to Step 5.

Step 5: Fiscal Agent.

The fiscal agent will take action on the project request for funding. If approved, the fiscal agent executes a subcontract with the partner sponsor who submitted the application.

Step 6: Post Project Administrative Steps

- Upon completion of the project, the partner fills out the Invoice Template, and submits it to the fiscal agent.[5]

- The fiscal agent and the Lower St. Croix Watershed Partnership Progress Reporter review the project invoice and work through any remaining items with the project partner.

- Upon project completion, partners are required to provide an update to the Steering Committee, who will subsequently review and accept final documentation.

- When all reimbursement documentation has been determined to be complete and approved by the Steering Committee, the project payment is processed at the fiscal agent's next regularly scheduled meeting.

Appeals

An eligible partner who submitted an application that was not recommended for funding or full funding by the Steering Committee may appeal directly to the Policy Committee. The partner requesting the appeal will be expected to:

- At least one week prior to the Policy Committee meeting, submit a written memo, quantitative demonstration of the value or merit of the project.

- Attend the Policy Committee meeting in which the appeal will be considered.

Exceptions and Additional Requirements

Non-structural Projects: These projects are not subject to review by the Steering Committee at pre-determined evaluation meetings (February, May, August).

- Projects will be eligible for funding already allocated to each soil and water conservation district. Projects will be reviewed against prioritization criteria listed in the non-structural agricultural practices policy (See the CWMP, pg. 40), and a decision will be made by a committee of:

    - The agronomy outreach specialist;

    - The Lower St. Croix Watershed Partner(s); and,

    - Applicable soil and water conservation district.

[5] If a partner wishes to receive partial payments for a particular project, the partner must execute a project assurance that is acceptable to both the fiscal agent and the Board of Water and Soil Resources (BWSR).

Urban Non-structural Street Sweeping: These projects are not subject to review by the Steering Committee at pre-determined evaluation meetings (February, May, August). Incentive funding will only be available to communities with enhanced street sweeping plans approved by the LSCP.

- For projects (including studies), the project proposer is required to bring an information item to the Steering Committee, notifying the Committee of the project's completion, and any related reports or data.

Contracts: Contracts dealing with the employment or continued funding of Lower St. Croix Partnership staff are not subject to the Project Evaluation and Approval Process outlined in this document. Contracts will be handled between the Fiscal Agent and the contracting party independently.

Interim Applications: Partners may submit a written request to the LSCP Progress Reporter that their projects be reviewed at the next scheduled monthly Steering Committee meeting. The partner must demonstrate that the project review cannot wait until the next scheduled review meeting, in accordance with the LSCP's Fast-Track Project Policy, adopted April 25, 2022. The Progress Reporter will forward the request to the Planning Team, who will review the request, either in a special meeting, or through other communications, and determine if the project warrants a fast-track designation and should advance to the Steering Committee.

If the Steering Committee reviews the interim application outside of the approved calendar, the review process will be identical to the process outlined for other project reviews.

Lower St. Croix Fast-Track Project Policy

"Beginning on July 1, 2022, the Lower St. Croix Watershed Partnership will use a stream-lined approach to review and recommend projects for funding. Projects submitted by participating entities will be ranked and reviewed two to three times per year in spring, summer, and fall.

On occasion, however, the Partnership recognizes that high value projects may arise that are well-aligned with the goals of our Comprehensive Watershed Management Plan but require more timely review in order to be completed within the calendar year. For time-sensitive projects such as these, local partners may request that their project be reviewed at the next scheduled monthly steering committee meeting.

All projects that are recommended for funding by the Lower St. Croix Watershed Partnership will be required to follow the same process, regardless of the timing for their review. This includes: completing a project request form and self-evaluation; submitting the project for steering committee and/or policy committee review; executing a contract for funding with the fiscal agent; and filling out and submitting an invoice template to the fiscal agent upon project completion.

Projects will only be fast-tracked if they cannot wait until the next scheduled review meeting and their benefit would significantly outweigh that of future projects that will be considered.

This policy should not be construed to include "emergency projects", as defined by Minnesota Statute 103D.615. The term "emergency project" is strictly applicable to watershed districts and counties during a declared State of Emergency. The Lower St. Croix Watershed Partnership does not have authority under Minnesota Statute to declare a State of Emergency nor complete "emergency projects.""

Conflict of Interest Policy

This policy follows, supports, and expands upon items outlined in the Lower St. Croix Comprehensive Watershed Management Plan Policy Committee Bylaws, adopted January 25, 2021 (Article II, Subsection 3).

Definition

A conflict of interest, whether actual, potential, or perceived occurs "when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it." (Office of Grants Management, Policy 08-01).

According to the Office of Grants Management Policy 08-01:

- ACTUAL CONFLICT OF INTEREST: An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

- POTENTIAL CONFLICT OF INTEREST: A potential conflict of interest may exist if a grant reviewer has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

- PERCEIVED CONFLICT OF INTEREST: A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

Application

No LSC member or representative shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate families, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest of less than an arms-length transaction.

In the use of agency project funds, personnel and other officials shall avoid any action which might result in, or create the appearance of:

- Using his or her official position for private gain.
- Giving preferential treatment to any person.
- Losing complete independence or impartiality.
- Making an official decision outside of official channels.
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Implementation

During a Policy Committee meeting, and prior to the Policy Committee's review or discussion of any items that involves a grant or funding decision/recommendation, an agenda item will be included to identify and/or disclose actual or perceived conflicts of interest. During this agenda item, the Policy Committee Chair will review the *Definition* of a Conflict of Interest, and request that meeting participants disclose any actual, potential, or perceived conflicts. It is the participant's obligation to be familiar with the LSC's Conflict of Interest Policy, and to disclose any conflicts of interest. A disclosure does not automatically result in a participant being removed from the meeting or process, only that the conflict has been identified.

Non-Structural Ag BMP Policy adopted 5/25/2022

Activity 4 – Non-Structural Ag BMP

Process of Submitting Project Requests

Funds will annually be allocated to each District based on the percentage of acres the LSCW encompasses to provide program payments to administer within their county for the non-structural ag BMP practices, allocation as follows:

1. Anoka SWCD $10,000
2. Chisago SWCD $40,000
3. Isanti SWCD $10,000
4. Pine SWCD $10,000
5. Washington CD $30,000

Districts wishing to utilize WBIF funds for implementing agricultural non-structural BMPs will submit a project request form for the allocation of funding to the Fiscal Agent (Chisago SWCD), including local approved non-structural ag BMP cost share policy and JAA with submittal.

Individual Districts will approve or disapprove contracts with interested land occupiers according to their local policies and following the most up to date Grants Administration Manual and the Watershed-Based Implementation Funding Policy –FY20-21. A District may request additional funds if available in another District of which funds are not encumbered, through a request to the Chisago SWCD and approval of the contributing District.

The Districts will abide by the most up to date Grants Administration Manual and the Watershed-Based Implementation Funding Policy –FY20-21 guidelines and their local policies. This attachment will be updated to reflect future Watershed-Based Implementation Funding Policies.

Processing Applications - Conservation staff will use their local non-structural ag BMP policy to rank and select non-structural BMP projects to be submitted to the District the project is located in. Reference Section VII.B of the Lower St. Croix Comprehensive Watershed Management Plan for targeting process and Appendix C for scoring projects.

Ag Priority Areas

- Tier 1: Rock Lake, Rock Creek, Sunrise River and tributaries, St. Croix River tributaries with direct discharge (Rock, Rush, Goose, Lawrence, Browns, and Trout Brook, Creeks, and small creeks south of Lawrence Creek and north of Valley Branch).
- Tier 2: lakes that drain to St. Croix tributaries.
    - Rush and Goose Lakes in Chisago County
    - Forest and Comfort Lakes in CLFLWD (drain to Sunrise River)
- Projects may also occur at other priority waters as identified in Table 5-2 and Table 5-3 of the LSC CWMP. The project ranking subcommittee will also consider CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas when evaluating potential projects.

Program Requirements

Cost share is available for implementing non-structural BMPs that have erosion control or water quality improvement benefits in accordance with the Board of Water and Soil Resources (BWSR) Watershed-Based Implementation Funding Policy –FY20-21. Non-structural BMPs will be planned and implemented according to the Natural Resources Conservation Service (NRCS) standards and specifications found on the Electronic Field Office Technical Guide (EFOTG).

Cost Share Contract:

A contract between the District and land occupier receiving state funds is required to provide a legal standing to ensure practices are installed and maintained according to approved standards and specifications.

All practices must be consistent with USDA Natural Resources Conservation Services Field Office Technical Guide (FOTG) or be professionally accepted engineering or ecological practices. Design standards for all practices must include specifications for operation and maintenance for the effective life of the given practice, including an inspection schedule and procedure. Technical services will be provided by local SWCD staff with appropriate job approval authority; conservation partners with appropriate job approval authority (such as: Natural Resources Conservation Service); or a NRCS approved Technical Service Provider (TSP). Non-structural vegetative practices must follow the Native Vegetation Establishment and Enhancement Guidelines from WBIF policy.

Review of proposed practice(s) with client including technical information (implementation requirements, seed mixes, design quantities, O&M, etc.) and programmatic requirements (length of contract/lifespan, cost share rates, maximum payments, noncompliance, etc.) and agreement of client will be required prior to submitting the project for recommendation to the local SWCD.

The local SWCD from the county the practice is implemented in will be responsible for the operation and maintenance (O&M) inspections.

Incentives to install or adopt land management practices must have a minimum duration of 3 years. Contract compliance will follow the most up to date Grants Administrative Manual and the District's local policy.

Rates and General Requirements:

Cost share rates will comprise of a flat per acre rate for all non-structural BMP practices based on the Minnesota NRCS Practice Average Annual Cost Information Spreadsheet FY2018 and the Practice Cost Information Workbook Tool 2019 found in the EFOTG. Practices will be planned for 3 years of implementation and the maximum total WBIF per contract will follow local policies. Local policies will dictate whether annual or one-time payments will be made to land occupiers. Practices may be implemented on the same acres for the 3 year duration (required for nutrient management and prescribed grazing), practices may move with the rotation but must implement the same amount or greater acres in years 2 and 3, or two or more practices may be implemented on the same acres for the 3 year period alternating years (ex. Plant cover crops after corn harvest, no-till soybeans the following year). Eligibility requirements include that planned practices are newly adopted; not previously implemented on the acres by the current owner/operator and did not previously meet NRCS standards and specifications.

- **Cover Crops** - Must follow NRCS Practice Standard 340
    - 1-2 species $50/acre/year
    - 3+ species $60/acre/year
    - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Nutrient Management** - Must follow NRCS Practice Standard 590
    - $20/acre/year
    - Implemented on the same acres annually
- **Prescribed Grazing** - Must follow NRCS Practice Standard 528
    - $40/acre/year
    - Implemented on the same acres annually
- **Residue and Tillage Management – No-Till & Strip Till** - Must follow NRCS Practice Standard 329 for No-Till/Strip-Till
    - $20/acre/year

    - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Residue and Tillage Management - Conservation Tillage** - Must follow NRCS Practice Standard 345 for Conservation Till
    - $10/acre/year
    - Residue cover following a corn crop at the time of planting the subsequent crop must be 60% or greater.
    - Residue cover following a soybean crop at the time of planting the subsequent crop must be 30% or greater.
    - Residue cover following a small grain crop at the time of planting the subsequent crop must be 60% or greater.
    - Implementation can occur on different acres within the three-year contract or on the same acres consecutively

Project Selection Criteria

Districts will follow their respective non-structural ag BMP policy for selecting projects of which are to be located in the ag priority locations and following the Grants Administration Manual and the Watershed-Based Implementation Funding Policy –FY20-21. Reference Section VII.B of the Lower St. Croix Comprehensive Watershed Management Plan for targeting process and Appendix C for scoring projects.

Attachment E

Non-Structural Urban BMP Policy **Adopted May 25, 2022**

Activity 4 – Non-Structural Urban BMP

Program Summary

Canopy cover, sweeping frequency, timing of sweeping, and sweeper type can reduce sediment and phosphorus discharges from urban areas. Increasing late spring, early summer, and fall sweepings in catchments with medium or high tree canopy cover reduces the greatest amount of phosphorus discharging from streets. The Lower St. Croix Partnership provides funds to implement increased sweeping in late spring, early summer, and fall in catchments with medium or high tree canopy and directly flowing to priority water resources. Participating communities will be responsible for implementing increased sweeping in late spring, early summer and fall in targeted areas identified in an enhanced sweeping plan.

To qualify for a grant, communities must have an approved enhanced sweeping plan completed by the Lower St. Croix Partnership.

Enhanced Street Sweeping Plan

The LSCP will conduct an Enhanced Street Sweeping Evaluation at the request of communities interested in participating in the enhanced street sweeping grant program. To initiate the evaluation, a community must apply to have a street sweeping study completed with the intent to adopt changes to their street sweeping operations. Enhanced Street Sweeping Evaluations will be completed for a cost between $3,000-$5,000 each, depending on scale. During the evaluation, the community will be requested to provide information regarding the existing sweeping operations. The draft plan will be reviewed with community staff or the appointed representative for the community.

Sweeping plans will be developed utilizing GIS with the following steps: 1. identify direct drainage to priority catchments, 2. Identify current sweeping frequency in the direct drainage catchments, 3. Identify canopy cover density (low, medium, high) based on tree canopy assessment protocol, 4. Identify increased sweeping frequency in late spring, early summary and fall in medium and high-density canopy cover areas directly draining to priority water resources, 4. Produce color coded street maps that indicate sweeping frequencies in late spring, early summer, and fall; summarize recommended enhanced sweeping curb miles, and identify total cost estimate for implementing enhanced street sweeping.

$40,000 has been identified for developing these plans in the LSC Watershed Partnership Watershed Based Implementation Funding work plan under Activity 8: Targeting Analyses

Process of Submitting Project Requests

Once a LSC WP JPA partner self-scores their project, submit to the Steering Committee (SC). The SC will review projects and make recommendations to the Lower St. Croix Policy Committee (PC), which in turn makes a recommendation to the Fiscal Agent (Chisago SWCD). Final funding decisions are made by the Chisago SWCD.

The Districts will abide by the Grants Administration Manual and the Watershed-Based Implementation Funding Policy – FY20-21 guidelines and their local policies.

Processing Applications

LSC WP JPA staff will use Appendix C to rank and select urban non-structural BMP projects to be recommended to the SC. Reference Section VII.B of the Lower St. Croix Comprehensive Watershed Management Plan for targeting process.

Urban Priority Areas:

- Rush Creek (Rush City)
- Goose Creek (Harris)
- Sunrise River (North Branch, Stacy, Wyoming)
- St. Croix River (Taylors Falls, Marine on the St. Croix, Stillwater, and MSCWMO cities including Afton, Bayport, Baytown Township, Lakeland, Lakeland Shores, Lake St. Croix Beach, Oak Park Heights, St. Mary's Point, Stillwater, and West Lakeland Township).

Program Requirements

Cost share is available for implementing non-structural BMPs that have erosion control or water quality improvement benefits in accordance with the Board of Water and Soil Resource's (BWSR) Watershed-Based Implementation Funding Policy –FY20-21. Non-structural BMPs will be planned and implemented according to the Minnesota Stormwater Manual and will follow the most up to date Grants Administrative Manual.

Cost Share Contract: A contract between the LSC WP JPA partner and land occupier receiving state funds is required to provide a legal standing to ensure practices are installed and maintained according to approved standards and specifications. The LSC WP JPA will enter into one contract with each community for 3 years of the contract.

The local LSC WP JPA partner from the county the practice is implemented in will be responsible for the operation and maintenance (O&M) inspections.

Rates and General Requirements:

The contracts will provide an annual incentive payment for the 3-years. The rate, set by the Lower St. Croix Partnership allows for up to 50 miles per community per year (not to exceed $5,000 per year), with a program goal of sweeping 350 curb miles per year.

Tier 1 $100/curb-mile/year (complete the MPCA credit calculator based on curb miles swept and provide the report)

Tier 2 $125/curb-mile/year (complete the MPCA credit calculator based on the tracking of weights, dates, and provide the report)

To participate, communities will need to implement increased sweeping as prescribed by the adopted Enhanced Street Sweeping Plan. Participating communities will be required to enter into a 3-year contract. After the three year enhanced sweeping payment for an area is complete, that area is no longer eligible for payments. The community may apply for incentive payments to expand enhanced sweeping in other areas identified in an enhanced sweeping plan.

Annual payments will be made at the end of each year of the 3-year contract based on actual miles swept in the spring and fall within the enhanced street sweeping zones. Communities will complete 3 years of implementation. If a community fails to implement one of the years, they would be considered in contract non-compliance, and the SWCD who has a contract with them works to bring them into compliance. If they can not be brought into compliance, they are liable to the State (through the local government grantee) for up to 150% of the financial assistance received.

Project Selection Criteria

Districts will follow their respective non-structural urban BMP policy for selecting projects of which are to be located in the urban priority locations and following the Grants Administration Manual and the Watershed-Based Implementation Funding Policy –FY20-21. Reference Section VII.B of the Lower St. Croix Comprehensive Watershed Management Plan for targeting process and Appendix C for scoring projects.

Attachment F

technical memo

Project Name |	LSCWP Tree Canopy Assessment Protocol	**Date** |	7/15/22
To / Contact info |	Craig Mell, Chisago SWCD Mike Isensee, CMSCWD		
Cc / Contact info |	LSCWP Subcommittee A8 Members		
From / Contact info |	Paula Kalinosky, EOR Sarah Voje, EOR		
Regarding |	Tree Canopy Assessment for Street Sweeping Prioritization – Final Report		

Tree Canopy Assessment Protocol for Enhanced Street Sweeping Prioritization

In December 2021, the Lower St. Croix Water Partnership (LSCWP) hired EOR to develop methodology to assessment street corridor tree canopy for use in planning street sweeping practices. The methods described in this memo have been developed to help municipalities identify and prioritize areas within their jurisdiction for enhanced street sweeping practices using GIS data sources that are widely available and analysis methods that do not require advanced software or special training. The method was developed for the LSCWP initiatives plan to improve water quality in the Lower St. Croix region. This plan includes goals for implementation of non-structural BMPs like street sweeping.

1 Background and Definitions

In this section we provide a brief summary of the rationale for enhanced street sweeping based along with a discussion of key terms. The information in the section is based on research conducted by the University of Minnesota in 2011-2013 for the Prior Lake, MN Street Sweeping Study (see References and Works Consulted).

What is Enhanced Street Sweeping?

Most municipalities sweep streets in the spring to remove accumulated sand and tracked sediment that collects during the winter months. This process is typically repeated in the fall to reduce leaf litter on street surfaces. Enhanced street sweeping is simply additional sweeping protocols that are completed for surface water quality protection and other potential benefits (Table 1).

What is Street Corridor Tree Canopy?

As a concept, street corridor tree canopy includes trees located within right-of-way areas and front yards or other areas that are likely to contribute leaf litter and duff to road surfaces. For the purpose of this the assessment outlined in this memo, street corridor tree canopy is defined as canopy cover located within the road right-of-way plus 10 feet. This choice is discussed further in Section 2.1.3

Why Assess Street Corridor Tree Canopy Cover?

Solids that collect on road surfaces include organic litter from trees like leaves, pollen, seeds, and other duff. These inputs to street surfaces are obvious during fall leaf drop but can be a significant source of nutrients in accumulated solids at other times during the growing season (Kalinosky, 2015).

Aren't Trees 'Good' for Water Quality?

Yes, trees provide multiple benefits including reducing stormwater runoff, reducing pollutants in runoff, and moderating heat island impacts from impervious surfaces like roads in urban areas.

Table 1. Benefits of street sweeping and factors that influence the effectiveness and cost-effectiveness of street sweeping programs.

Benefits of Street Sweeping (Objectives)	Factors that Influence:	
	Accumulation of Solids on Road Surfaces	**Cost-Effectiveness of Street Sweeping**
• Aesthetics (clean streets)	• Adjacent land use	• Accumulated Solids:
• BMP maintenance benefits (L)	• Construction activity	o Location of sweeping
• Driver and pedestrian safety (S)	• Local topography	o Frequency of sweeping
• Local flood control (clogged catch basins)	• Roadway traffic volume	o Timing of sweeping
• Surface water quality	• **Tree canopy density (This Study)**	• *Objectives for Sweeping*
• Pavement management (L)	• Weather	• Sweeper Financing/Ownership
	• Winter road practices	• Sweeper Type

= *Benefits, and implementation factors that are associated to tree canopy*

(L) = Sparse research available

(S) = Seasonal benefit

2 Tree Canopy Assessment Methods

Quantitative Assessment

Tree canopy cover can be assessed quantitatively through geospatial analysis if mapped tree canopy cover data are available for the area of interest. In the method described in Section 2.1, street corridor areas are defined using road centerline data and right-of-way widths. Mapped tree canopy cover is then intersected with defined corridor areas to calculate a percent tree canopy cover over for each street. This assessment method is most efficient for municipalities located within the 7-County Twin Cities Metropolitan Area and other metropolitan areas for which high resolution land cover data are available (e.g., Duluth, Rochester).

Parameters and recommended methods for quantitative assessment of tree canopy cover are discussed in Section 2.1.

Qualitative Assessment

For small municipalities or neighborhood-scale analysis, qualitative assessment of tree canopy cover may be more efficient than geospatial analysis and quantification. Tree canopy cover can be inspected visually using recent aerial photographs or other satellite imagery along with a visual guide to classify canopy cover at a neighborhood or development scale. This method is outlined in Section 2.2.

2.1 Quantitative Assessment of Street Corridor Canopy using Geospatial Analysis

2.1.1 Municipalities inside the 7-County Metropolitan Area (TCMA)

For municipalities located with the TCMA, mapped tree canopy data are available in raster format through the Minnesota Geospatial Commons. The TCMA 1-Meter (horizontal resolution) Urban Tree Canopy Classification data set distinguishes deciduous and coniferous tree canopy from buildings, bare soil, paved surfaces, and 7 other land cover classifications.

This data set was developed in 2015 by the University of Minnesota Remote Sensing and Geospatial Analysis Laboratory for the purpose of evaluating existing tree canopy cover, particularly where tree canopy overhangs buildings, roads, parking areas and other impervious surfaces.

Because tree canopy cover is not static – trees mature, are removed to develop land or because they are damaged, tree canopy density estimates developed using mapped canopy cover will include some inaccuracies. These are especially accentuated in areas of recent development. In the context of planning street sweeping, these inaccuracies are generally tolerable, though some manual correction may be needed where development has occurred few years before 2015 or after 2015. Examples of 2015 TCMA mapped canopy vs. aerial imagery are shown in Figure 1.

Other land cover data sets typically prioritize impervious surfaces to define roads, buildings, and other paved surfaces (e.g., TCMA High Resolution Land Cover) or to characterize land cover in urban areas using composite values. For example, urban areas are classified using percent impervious rating in the Minnesota Land Cover Classification System (MLCCS). The same areas may be classified as Low-, Medium-, or High-Intensity Developed land cover in the National Landcover Database (NLCD).

2.1.2 Municipalities outside the TCMA

For municipalities outside the 7-County TCMA, mapped tree canopy data are not readily available. Canopy data sets can be developed using false color imagery in combination with LiDAR data that has been processed to reveal bare earth points. This method was used by the University of Minnesota to develop the TCMA 1-meter Urban Tree Canopy data set described in the previous section. While the data required to perform this analysis are available through various government agencies, the methodology requires advanced GIS analytics which are outside the scope of this protocol. Additional information about the methodology is available through the University of Minnesota Digital Conservancy: https://conservancy.umn.edu/handle/11299/183470mn

See Section 2.2 for further discussion of tree canopy cover assessment for areas outside the 7-county TCMA.

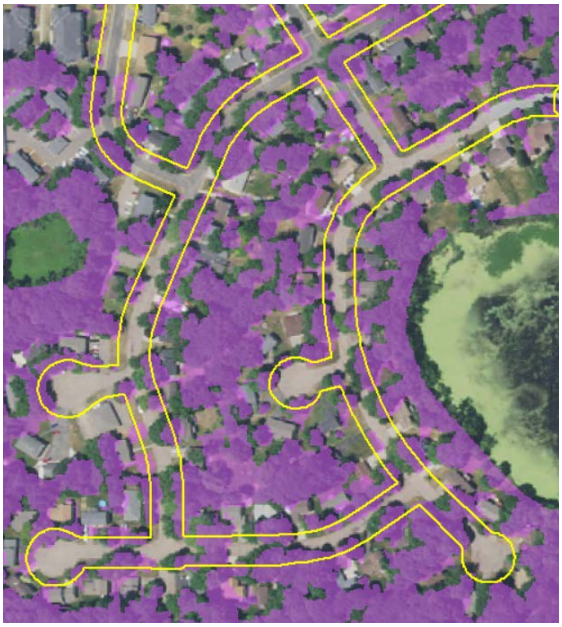
2015 TCMA Mapped tree canopy cover data is most accurate in areas with mature trees where development has not occurred in the last decade.	
	
2021 Aerial Imagery (NAIP, Natural Color) in an area of mature tree canopy, Prior Lake, MN	2021 Aerial Imagery with 2015 TCMA mapped tree canopy overlay shown in purple
Tree canopy data may be out-of-date in areas developed few years before 2015 or after 2015	
	
2021 Aerial Imagery - In areas developed in 2015 or later, mapped tree canopy cover (purple) may include trees that have since been removed.	2021 Aerial Imagery - In areas developed before 2015, mapped canopy cover (purple) may not be totally representative of current canopy cover.

Figure 1. Comparison of aerial imagery and 2015 tree cover (TCMA High Resolution Land Cover Data).

2.1.3 Defining boundaries for assessment of street corridor tree canopy

For assessing potential leaf litter and organic inputs to street surface, we recommend quantifying tree canopy at the roadway right-of-way distance plus an additional 10 feet. This recommendation is based on finding from the Prior Lake Street Sweeping Study (Kalinosky, et. al., 2013). When assessed at different buffer distances from the street, correlations between tree canopy cover and recovered pollutant loads tended to increase with increasing distance from the street up to about 20 feet from curb lines (or 10 feet from the right-of-way). Appendix B shows these results numerically and graphically. Figure 2 illustrates that the percentage of tree canopy increases significantly (3% to 26%) when the curb line footprint is expanded by 20 feet. After 20 feet, the percentage of canopy cover increase is relatively small (i.e., 26% at 20 feet and 32% at 50 feet).

Using the boundary width of the right-of-way distance plus an additional 10 feet was considered appropriate for the following reasons:

- Reduced error in estimates compared to smaller assessment corridors – the data sets used in this assessment each contain some amount of error and error accumulates as data sets are clipped and intersected with one another. For raster data, like the tree canopy data used in this assessment, error will increase as feature scale approaches the raster resolution.
- Extending the assessment boundary into front yard areas help account for leaves and organic litter transported to street surfaces by wind and runoff, rather than just what falls onto the street directly.
- Many developed area retain wooded areas in backyard. Including areas like this, which are less likely to contribute organic litter to road surfaces when compared to front yards, may artificially inflate street corridor canopy estimates in some areas, especially newly developed areas.

Figure 2. Percent tree canopy cover quantified over and within variable distances from the curb line.

Tree canopy cover within curb line ~3%	Tree canopy cover within curb line plus 10 feet ~ 16%
	
Tree canopy cover within curb line plus 20 feet ~ 26%	**Tree canopy cover within curb line plus 50 feet ~32%**
	

2.1.4 Geospatial Analysis for Assessment of Street Corridor Tree Canopy Cover

There are several different methods that can be used to quantify tree canopy cover for defined corridors. A limiting factor for all methods is availability of data sets characterizing the extents of tree canopy. Depending on what tree canopy data is available (if any) for the area of interest, the assessment will be more or less complex. The method summarized below is one that uses public data sets that are readily available and commonly used in water/natural resources planning, analysis, and mapping. This method was chosen for its simplicity and adaptability of the end product for use in different street sweeping prioritization exercises.

2.1.4.1 Recommended workflow for simple quantification of street corridor tree canopy cover.

The workflow summarized below is shown diagrammatically in Figure 4. These are the Workflow steps:

Identify and isolate candidate roads

1) Where available, begin the analysis using road centerline data maintained by the municipality. If county or state-level data are used, the fist step is to refine the data set to eliminate roadways owned by other jurisdictional entities:
    A. Clip road centerline data using the applicable municipal boundary.
    B. Select roads segments by jurisdiction using the MNDOT Route System Code ('ROUTE_SYS' attribute) that is shown in Appendix C. The route system code for municipal streets is number '10'. Other route system codes (e.g., 05 Municipal State Aid Street) may be applicable depending on individual context.
    C. Inspect Road data, remove duplicate linework if coincident segments are present.

Determine the extents of tree canopy quantification

Using minimum (local ordinance) or typical right-of-way widths (Table 2), assign centerline buffer distances to define the extents of the tree canopy assessment.

2) For road centerline data that do not include an attribute describing the functional classification OR the ROW width:
    A. Add a text field to classify road segments by functional class. Review data for attributes that can serve as a proxy for functional class (e.g., lane width, speed limit).
    B. If no suitable proxy attributes are included in the data, functional class can be added through visual inspection. It may be easier to identify primary throughfare or high capacity routes visually using satellite/aerial imagery in combination with roadway names. Remaining roads can then be assigned an 'uncategorized' function class (Table 2).
    C. Assign function class based on proxy attribute or manual selection.

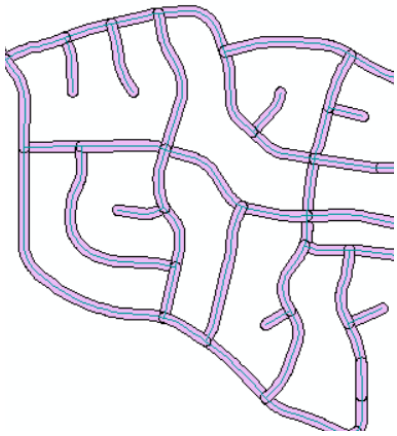
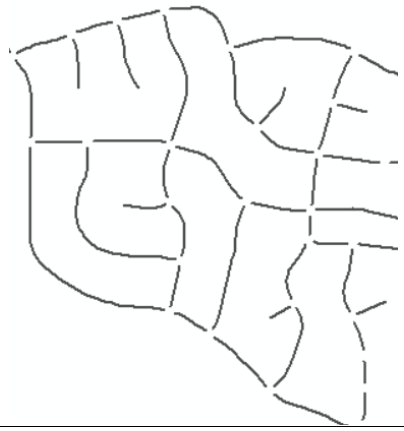
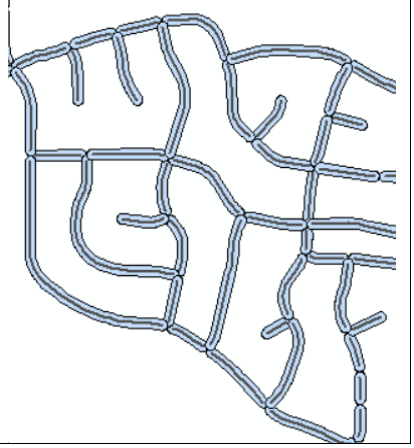
3) If road centerline data do include a functional class, but do not include ROW width data:
    A. Add a new double field, 'ROW,' to the attribute table in the municipal road data set defined in step 1C.
    B. Assign ROW width based on the function classification using minimum ROW widths from local zoning code, engineering standards, or the recommended values in Table 2.

Table 2. Recommended road centerline buffer distance for street corridor canopy assessment.

Road Type (Functional Class)	Typical ROW Width (feet)	Assessment Boundary	Recommended Centerline Buffer Distance
Major or Minor Arterial	150	ROW + 10 feet on either side	85 feet
Collector (neighborhood or other)	80 - 120		60 feet
Commercial or Industrial Service Street	80		50 feet
Local Road	50 - 60		40 feet
Uncategorized (classification or suitable proxy attribute not available)	50 - 80		50 feet

4) Calculate centerline buffer distance for canopy assessment
   A. Add a new double field, 'Buffer' to the road centerline data from step 3B.
   B. Select the 'Buffer' attribute field and assign values using the 'Field Calculator' tool. Set the field value to = 0.5 *[ROW] + 10 (one-half the ROW width plus 10 feet).
   C. Geoprocessing – buffer the road segments layer using the 'by field' buffer distance assignment option.

Table 3. Example of intermediate buffer polygons (left) shortened road segments (middle), and refined buffer polygons (right) described in steps 4C, 5A, and 6C.

Initial buffer polygons (step 2D), Many points of overlap present	Shortened road segment (step 3C)	Refined buffer polygons (step 3D), Few points of overlap present
		

Refine buffer polygons

5) Buffering line segments, like road centerline, which intersect one another, will produce buffer polygons that overlap at intersections and road segment breaks. Buffer polygons should be 'cleaned' to eliminate double counting tree canopy in the assessment. The following is one simple methods for clean polygon buffers.
   A. Intersect the road segment data from Step 1C with the buffer polygons created in step 4C. This will produce a road centerline data layer with all of the attributes assigned in steps 3 and 4, but with breaks at intersections with buffer polygons as well as centerline intersections.

6) Eliminate road segment within buffer overlap zones:
    A. Calculate the length of the road segments produced in the step 5A.
    B. Select all road segments that have a length less than or equal to the longest specified buffer distance calculated in step 4B. Delete these segments.
    C. Buffer the remaining road segments using the buffer distance attribute. This will produce buffer polygons with no overlap. Gaps on the order of 10 feet may be present at some locations, but for the purpose street sweeping prioritization, these gaps will not introduce significant error in canopy density estimates.

Process tree canopy data

7) The 7-County TCMA Urban Tree Canopy data set is quite large. To reduce processing times, clip the data set to the area of interest.
    A. Use 'Extract by Mask' to clip the TCMA tree canopy raster to the applicable jurisdictional boundary.
    B. Use the 'Reclass' tool to reclassify the 'Value' field, replacing the value '6' for coniferous tree canopy with '1' and reclassifying all other values as 0.
    C. (Optional) If available, burn in tree inventory points to the raster
        i. Use 'Rasterize' tool to assign all tree points as 1 and remaining points null or 0
        ii. Use 'Raster Calculator' to burn in or replace any pixels in the Tree Canopy Raster that have tree inventory points associated with them to 1, indicating tree presence.

Calculate % canopy cover

8) Overlay tree canopy data and buffer polygons to determine % canopy cover within each polygon.
    A. Using the buffer polygons created in step 6C and the reclassified tree canopy raster from step 7B (if using tree inventory data, use raster from 7C), run the 'Zonal Statistics' tool to calculate the count and sum of tree canopy cover within street corridor areas.
    B. Add a new field, 'canopy, type = float, to the new layer produced in step 8A.
    C. Calculate the percent canopy per road polygon by taking area occupied by tree cover (sum) divided by the area of the road polygon (count).

Refine symbology

9) Use symbology to highlight differences in street corridor canopy visually. An example is shown in Figure 3.

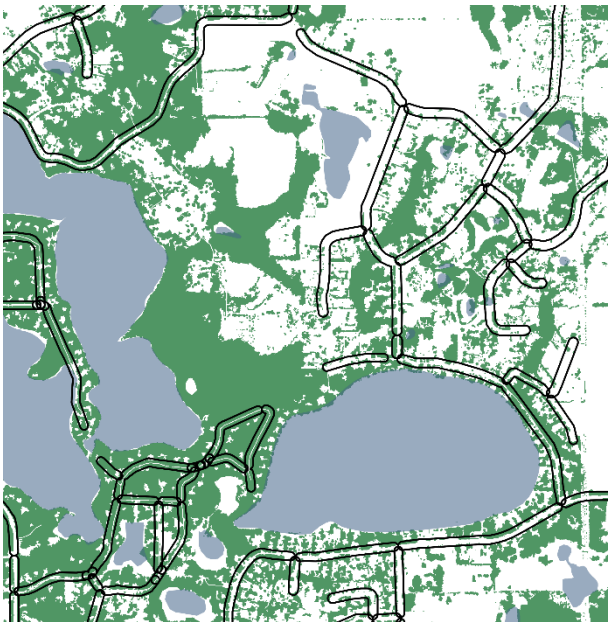
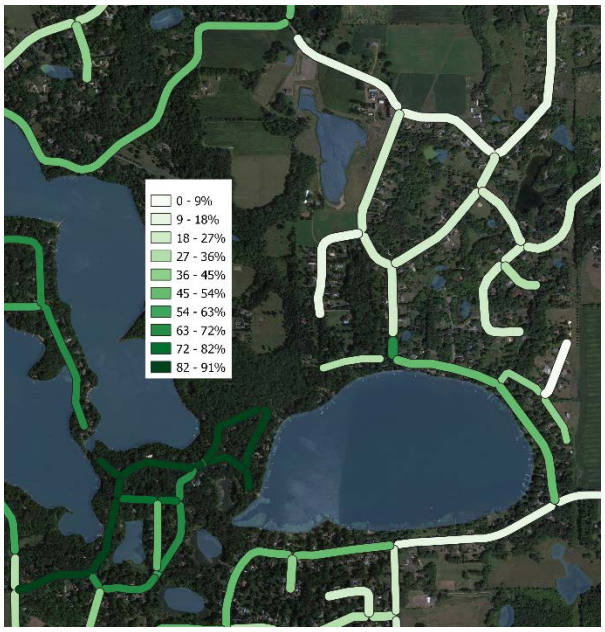
Tree canopy raster produced through raster reclassification (step 7B) overlaid by buffer polygons (step 6C).	Street corridor tree canopy buffer polygons, symbolized to show % tree canopy cover categorically (steps 8 & 9).
	

Figure 3. Tree canopy raster overlaid by buffer polygons (left) and canopy cover buffer polygons with symbology applies to show canopy ratings visually (right).

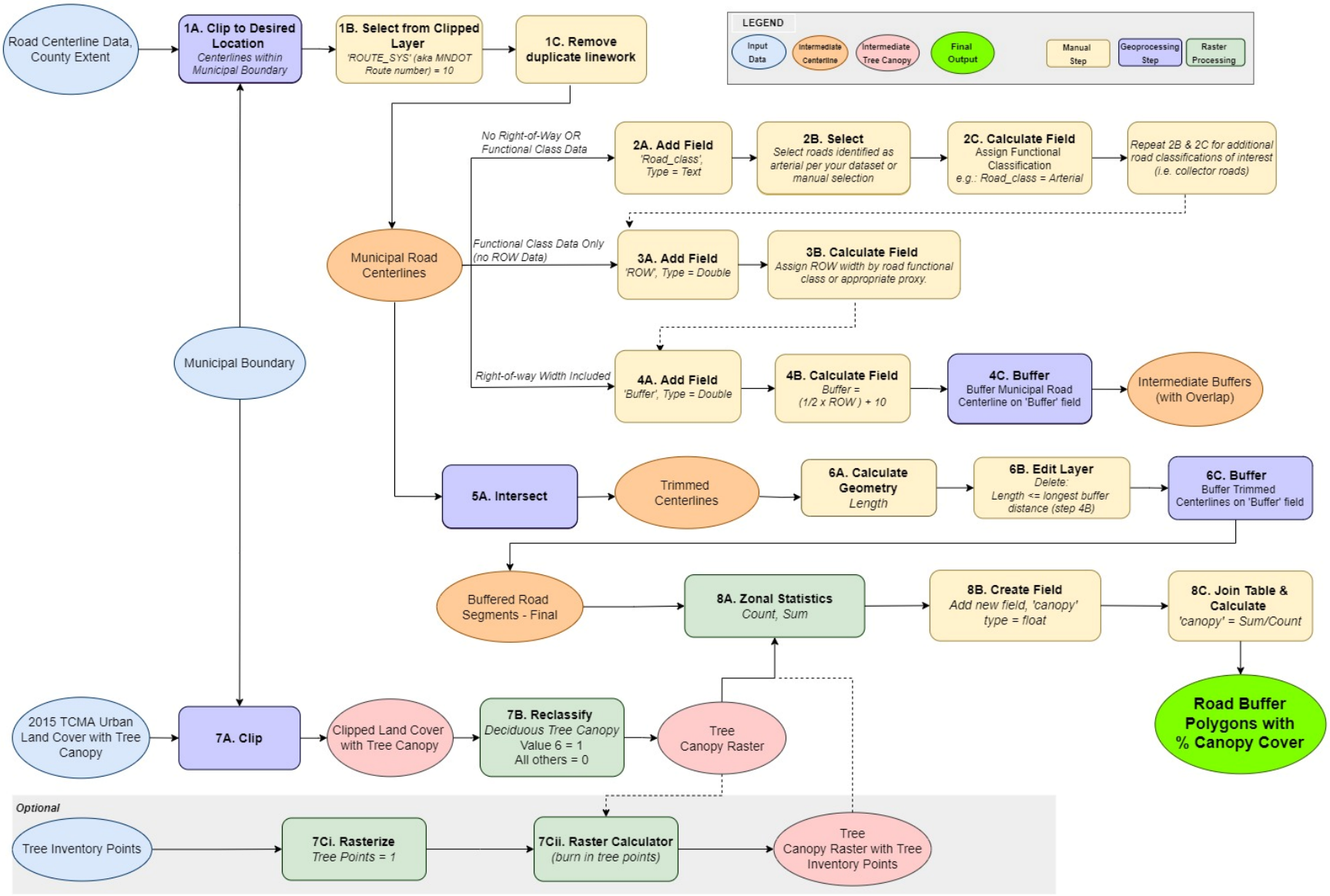


Figure 4. Workflow diagram for simple quantification of street corridor tree canopy cover using geospatial analysis.

2.1.4.2 Recommended Data Sources for Geospatial Analysis of Tree Canopy

The following data were used in developing the workflow outlined in Section 2.1.4.1. These data sources were chosen because are publicly available, are developed by reliable state and local agencies, and are commonly used in mapping and analysis.

Table 4. Summary of recommended data sources for geospatial analysis of street corridor tree canopy cover.

Tree Canopy	
Inside the Twin Cities Metropolitan Area	
Data/Source	'2015 Twin Cities Metropolitan Area (TCMA)Urban Tree Canopy Assessment, University of MN' Download available on MN Geospatial Commons
Format	Raster, 8-bit GEOTIFF, 1m x 1m pixels
Extent	7-County TCMA
Description	1-Meter high resolution urban land cover classification data set that is optimized for tree canopy mapping. In places where tree canopy overhangs an impervious surface such as a street, the canopy edge mapped rather than the impervious surface.
Comments	The data were developed using NAIP imagery from 2011 (fall) and 2015 (summer) and lidar from 2011. • Data accuracy is highest in areas with mature tree canopy. • Where development has occurred few years before 2015, canopy data may be less accurate and should be inspected by comparing to recent aerial photographs. • Data can be supplemented with local tree inventories where available.
Note: High resolution land cover data for the TCMA is also available in an impervious surface-focused format which prioritizes impervious surface edges over canopy. This version can also be used to assess ROW canopy. Users should be aware that canopy covers values derived through the geoprocessing using the impervious surface-focused version will be somewhat lower than those derived from the TCMA Urban Tree Canopy layer.	
Outside the Twin Cities Metropolitan Area	
Data/Source	National Agricultural Imagery Program (NAIP) Color Infrared Imagery, raw LiDAR data for the area of interest
Format	Raster
Extent	County
Description	False color high-resolution imagery (1-meter or better) developed from aerial imagery acquired during the growing season.
Comments	Special methodology, see University of Minnesota Digital Conservancy: https://conservancy.umn.edu/handle/11299/183470mn
Roadway Centerline Data Sets	
#1 choice	Data maintained by the county of municipality of interest. Key attributes used in this analysis include: • jurisdiction (state, county, local, private) • municipal classification (e.g., arterial, collector, local) or the ROW width.
#2 choice	MnDOT Route Centerlines (Statewide). This data set is reliable, but some additional processing may be needed to isolate road of interest when compared to county or local data sets.
Format	Vector, typically polylines with breaks at intersections, start/end of curves, changes in jurisdiction or name, and at expansion/contraction in lane number

Extent	Varies depending on jurisdiction
Description	Typically shows centerlines of public and some private roads within extents of the data set. It may also include attributes to describe road type, number of lanes, length, name, jurisdiction of roadway, width, etc.
Comments	Road centerline data are available statewide and at the county level for most Minnesota counties through the Minnesota Geospatial Commons. Some municipalities maintain geospatial records of local, municipal roads that is available upon request.
Municipal/Jurisdictional Boundary	
Data/Source	'City, Township, and Unorganized Territory in Minnesota' MN DOT and Minnesota Geospatial Information Office Available through the MN Geospatial Commons
Format	Vector
Extent	Statewide
Description	Dataset represents the boundaries of cities, townships, and unorganized territories (CTUs) in Minnesota

2.2 Visual Assessment of Tree Canopy using Aerial Imagery

For small municipalities, visual assessment of street corridor tree canopy may be more cost effective than geospatial analysis. Tree canopy cover characteristics tends to be fairly homogenous within development boundaries. Also, developments of similar age often concentrated geographically. Likewise, zoning ordinances, which dictate allowable land cover changes by land use, often have the effect of producing large areas within which tree canopy characteristics are similar. These development patterns and the tree canopy characteristics associated with them are discernable on aerial imagery (see Figure 7 in Appendix A).

Visual assessment, streets should be assessed at a development, neighborhood, or zoning scale (or combination thereof) using a categorical tree canopy rating to describe canopy cover. Canopy cover estimates, whether derived quantitatively as described in Section 2.1.4.1 or through Canopy cover estimates - whether derived quantitatively as described in Section 2.1.4.1 or through visual assessment, can be clipped or aggregated to derive average canopy cover for larger or small areas of interest using area-weighting.

Visual examples of quantified street corridor canopy are provided in Appendix A: Guide for Visual Assessment of Street Corridor Tree Canopy. A recommended rating scale (low, moderate, medium, high, or very high) is paired with neighborhood-scale examples that are categorized by average percent tree canopy cover within the area shown.

Canopy cover estimates or rating derived through this method can be added as an attribute to road centerline data sets and used in street sweeping prioritization exercises (Section 3). A sample workflow for integration of visual assessment in street sweeping prioritization is outline below. The workflow is shown diagrammatically in Figure 5

Workflow Summary

Identify and isolate candidate roads

1) *See description in Section 2.1.4.1*

Group roads by land use zoning type *(Optional)*

2) For visual assessment of tree canopy, it may be useful to assign a land use classification to road segment by intersecting municipal roads and municipal zoning boundaries. This field can be used to refine selections in step 3.

Assign Tree Canopy Rating

3) For visual assessment of tree canopy cover, NAIP true color aerial imagery is preferred to:

A. Add a new text field, 'Canopy' to the road centerline layer.

B. Select roads within areas are that have similar tree canopy cover characterizes and assign a canopy rating using the visual comparisons provided in Appendix A.
Repeat Step 3B as needed until all roads have been assigned a tree canopy rating.

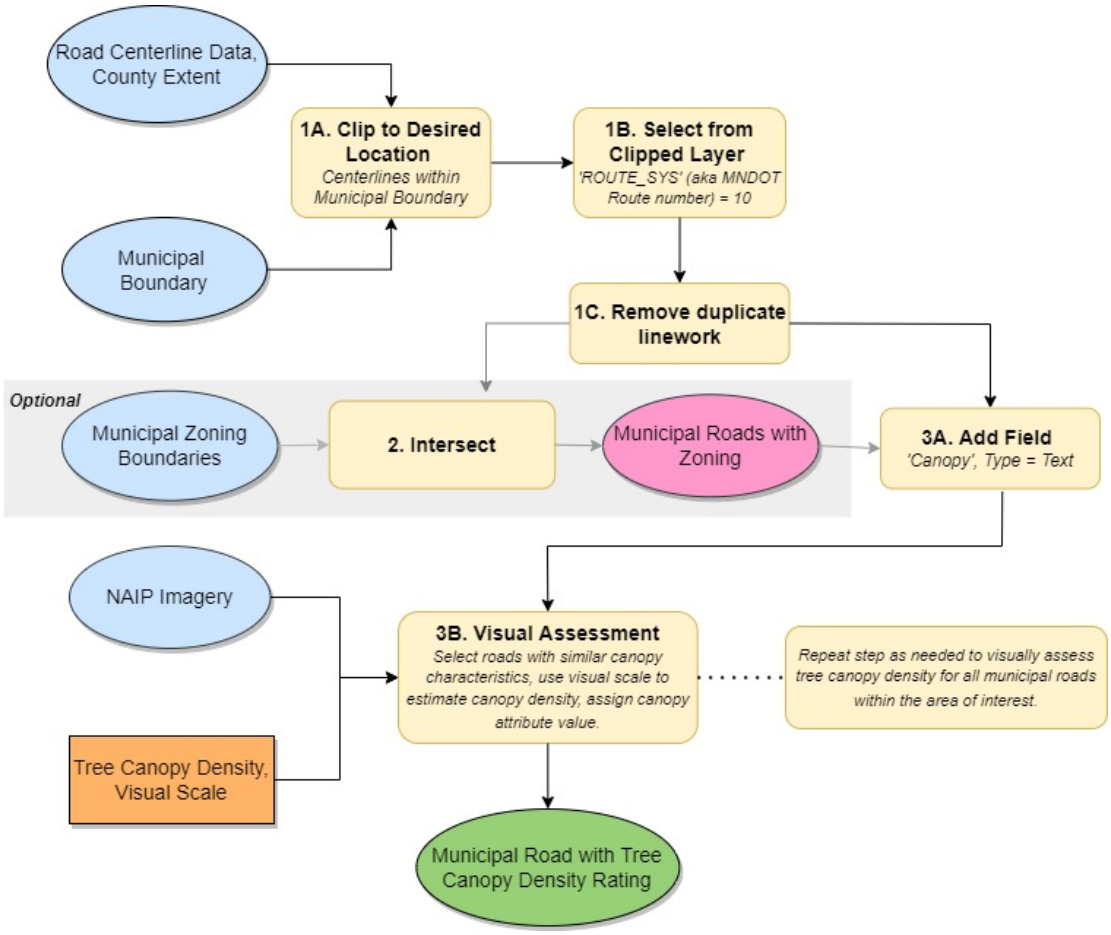


Figure 5. Workflow diagram for using visual assessment of street corridor tree canopy to associate canopy cover rating with municipal road segments.

2.2.1 Recommended Data Sources for Visual Assessment of Tree Canopy

The following data sources are recommended for visual assessment of tree canopy cover.

Table 5. Summary of recommended data sources for geospatial analysis of street corridor tree canopy cover.

Aerial Imagery	
Data/Source	National Agricultural Imagery Program (NAIP), True Color Imagery[1]
Format	Raster
Extent	Statewide by County
Description	NAIP Imagery is available through the USDA: https://naip-usdaonline.hub.arcgis.com/
Boundary Layer (Optional)	
Data/Source	Data layer representing boundaries that characterize land areas within the municipality such as drainage, zoning, or development boundaries may be useful in visual assessment of tree canopy cover. This type of data is typically available through the local agencies (city, county, watershed district, etc.).
Description	Typically vector format.

[1] The same imagery may be available at a statewide extent as 'color FSA' imagery through a WMS server. Note that county-level imagery available through WMS servers tends to favor leaf-off imagery (flown during the spring or fall) any may be difficult to use for the purpose of assessing tree canopy cover. For more information on imager available through WMS servers see Minnesota Geospatial Image Service: https://www.mngeo.state.mn.us/chouse/wms/geo_image_server.html

3 Using Tree Canopy Cover Data to Identify Priority Area for Street Sweeping

Outside of additional context, street corridor tree canopy cover data alone would not define priority street sweeping zones. Canopy cover density occurs across a continuum and even where there is stark contrast in canopy cover density, other factors like direct connectivity between streets and surface waters, may provide a context that makes sweeping in lower canopy density areas more beneficial or more cost-effective than sweeping in high canopy density areas.

When used in combination with other data like, storm sewer or BMP catchment boundaries, surface water drainage areas, zoning or neighborhood boundaries, canopy cover provides a means to rank and prioritize areas for street sweeping. This can be done using geospatial analysis by intersecting the feature layer of interest (e.g., drainage boundaries) with street corridor canopy polygons derived through quantitative (Section 2.1.4.1) or qualitative (Section2.2) assessment. Area-weighting can be used to calculate an average street corridor canopy cover at the overlay feature scale. Feature areas can then be prioritized by average tree canopy cover ratings as shown in Figure 6.

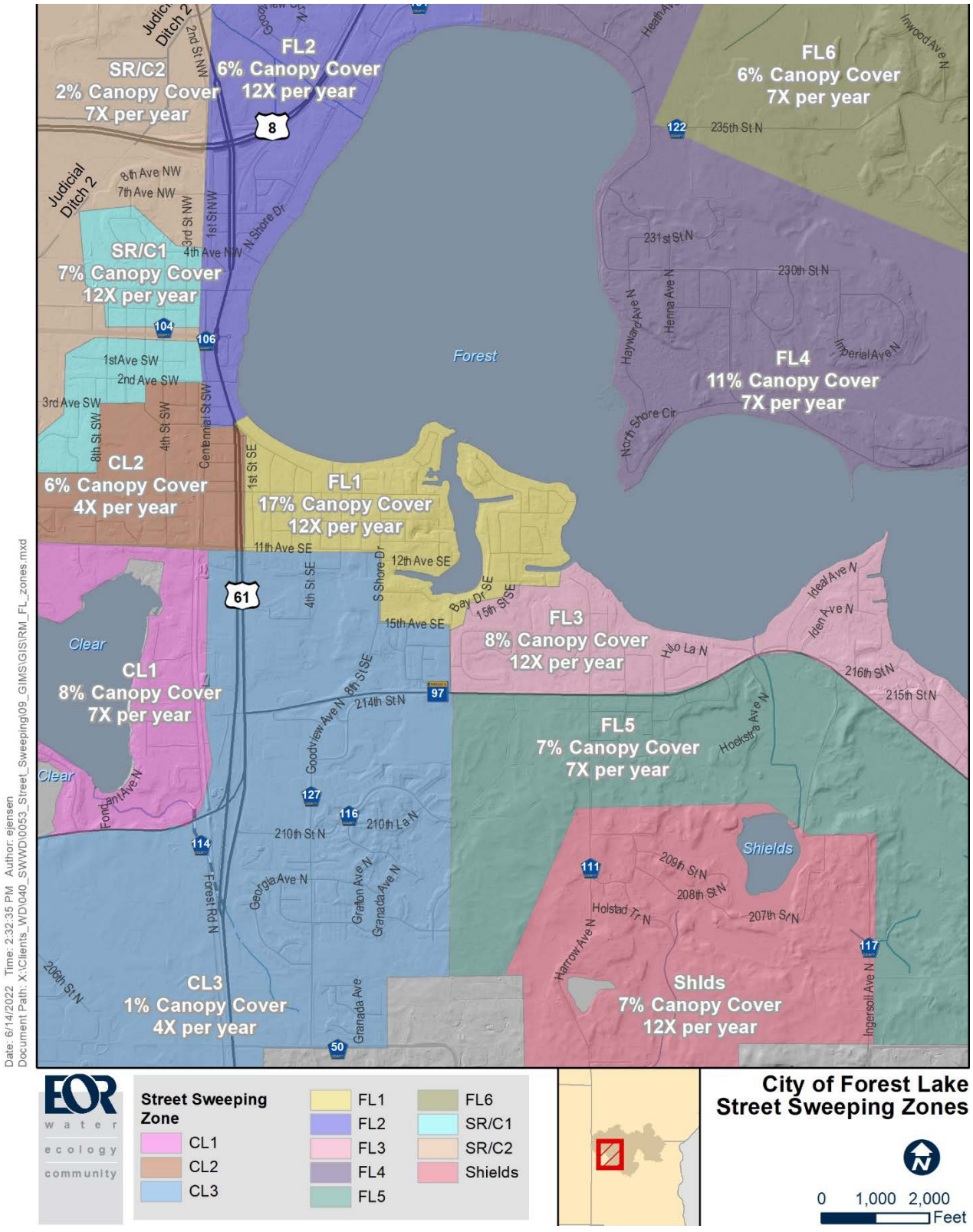


Figure 6. City of Forest Lake sweeping zones based developed through overlay of lake management areas, storm sewer catchments, and tree canopy cover. Area with high connectivity to surface waters and/or high canopy covers were prioritized for increased sweeping frequency.

4 Summary

I. Mapped tree canopy cover can be used to quantify tree canopy density for areas that are most likely to contribute leaf litter and duff to municipal street surfaces.
   - Where mapped canopy cover data are available (7-County TMCA), this analysis is simple, but additional data and data processing are required to perform the same analysis in other parts of the state.
   - Manual correction of data may be needed in areas of recent development
   - The accuracy of this method is sufficient for use in planning street sweeping; however additional parameters, such as water resource planning priorities or pre-defined routes, are needed to rank or prioritize areas for sweeping.

II. For small study areas, visual assessment of tree canopy cover using aerial imagery may a more efficient way to estimate street corridor tree canopy density for the purpose of planning street sweeping.

III. Tree canopy density ratings can be paired with drainage boundaries or other data sets that inform street sweeping objectives to identify and prioritize area of higher tree canopy cover for high frequency street sweeping.

5 References and Works Consulted

EOR, 2018, for the Comfort Lake-Forest Lake Watershed District; City of Forest Lake Street Sweeping Management Plan, http://ci.forest-lake.mn.us/documentcenter.

Kalinosky, P., 2015. Quantifying Solids and Nutrient Recovered Through Street Sweeping in a Suburban Watershed. Master's Thesis, University of Minnesota

Kalinosky, P., Baker, L., Hobbie, S., Bintner, R., Buyarski, C., 2013. User Support Manual: Estimating Nutrient Removal by Enhanced Street Sweeping, University of Minnesota for Minnesota Pollution Control Agency (MPCA).

Appendix A: Guide for Visual Assessment of Street Corridor Tree Canopy

For some municipalities, zoning boundaries may serve as a proxy for tree canopy assessment. Street corridor tree canopy tends to be most dense in older residential neighborhoods with mature trees in front yards and least dense in commercial industrial areas where trees tend to be less mature and laid out in easily discernable geometries. Areas of new development tend to have the least dense street corridor canopy.

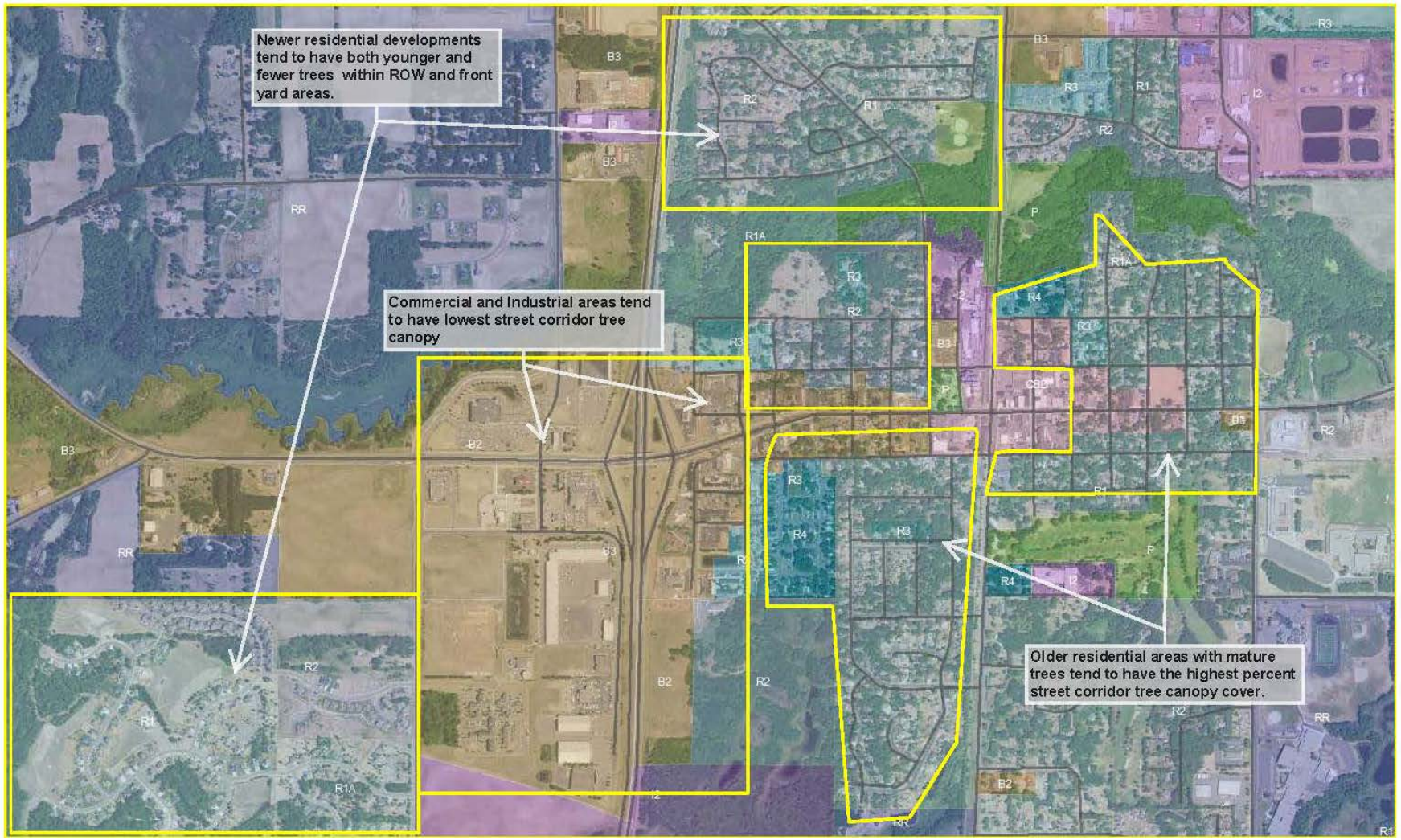


Figure 7. USDA-NRCS-NCGC Digital Ortho Quad County Mosaic, 1Meter, Typical tree canopy characteristics at the municipal zoning scale.

Visual Scale, Street Corridor Tree Canopy Assessment

Tree Canopy Density: **Low** (<5%) Assessment Boundary: Right-of-Way + 10 feet.

Area-weighted Average Density ~ 3%



Area-weighted Average Density ~ 2%



Area-weighted Average Density = < 1%



Visual Scale, Street Corridor Tree Canopy Assessment

Tree Canopy Density: **Moderate** (5%-10%) Assessment Boundary: Right-of-Way + 10 feet.

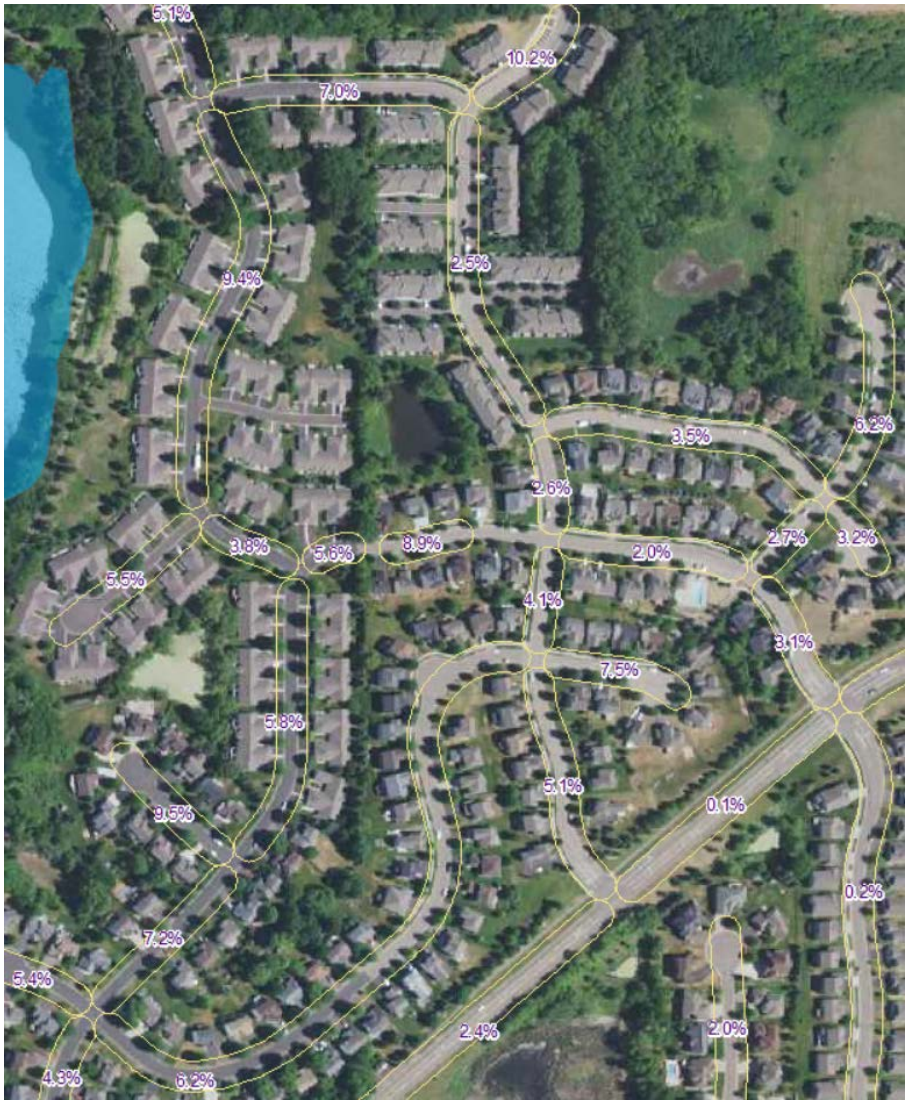
Area-weighted Average Density ~ 8%



Area-weighted Average Density ~7%



Area-weighted Average Density ~ 6%



Visual Scale, Street Corridor Tree Canopy Assessment

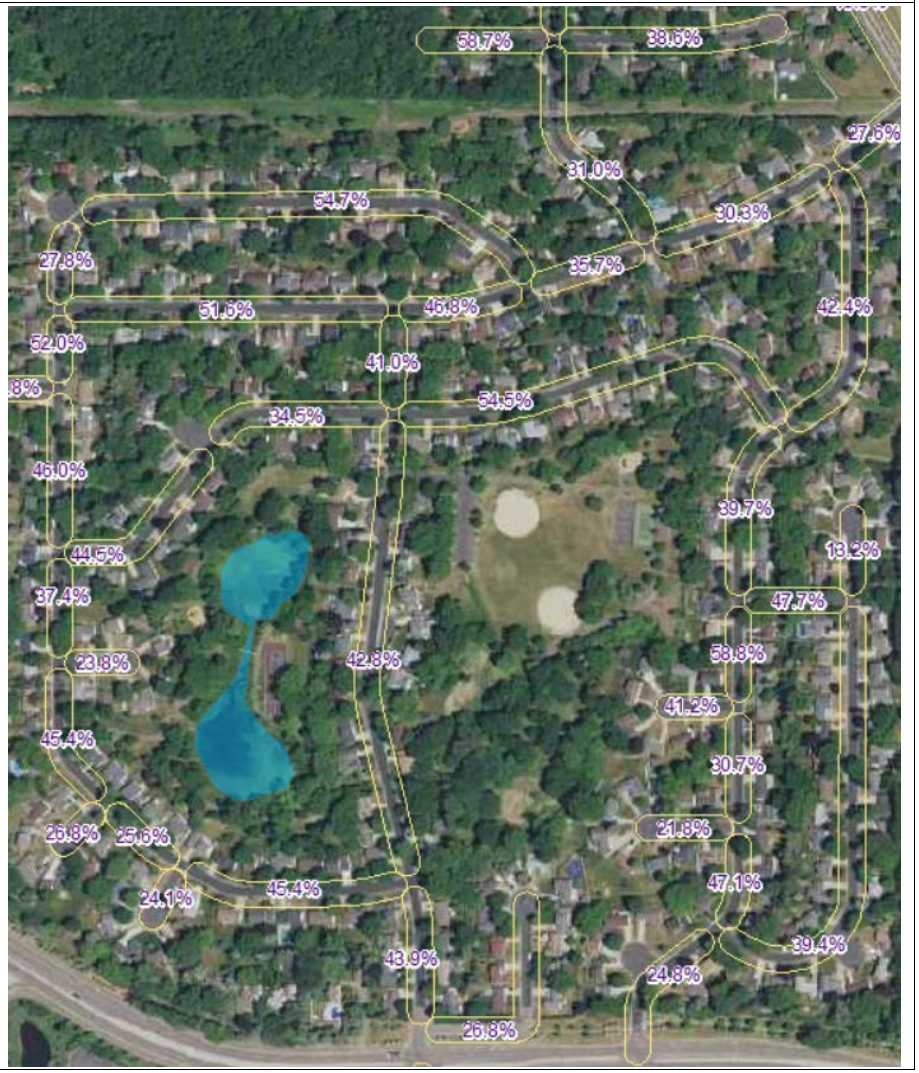
Tree Canopy Density: **Medium** (10%-15%) Assessment Boundary: Right-of-Way + 10 feet.

Area-weighted Average Density ~ 10%	Area-weighted Average Density ~ 13%	Area-weighted Average Density ~ 11%
		

Tree Canopy Density: **High** (15%-25%) Assessment Boundary: Right-of-Way + 10 feet.

Area-weighted Average Density ~ 21%	Area-weighted Average Density ~19%
	

Tree Canopy Density: **Very High** (≥25%) Assessment Boundary: Right-of-Way + 10 feet.

Area-weighted Average Density ~ 42%	Area-weighted Average Density ~ 40%
	

APPENDIX B : The Influence of Street Corridor Canopy on Solids Collected from Street Surfaces – Section from the Prior Lake Street Sweeping Study

The mass of recovered solids collected per sweep increased with increasing street corridor tree canopy cover and decreased with increasing sweeping frequency (Table 6). On an annual basis, the mass of recovered solids increased with both increasing street corridor tree canopy and increasing sweeping frequency (Table 7).

Table 6. Average dry solids collected per sweep by route (lb/lane-mile)

Sweeping Interval		Low Canopy	Medium Canopy	High Canopy
Increasing Frequency ↓	28 days	0.055	0.062§	0.121†
	14 days	0.044	0.065	0.086
	7 days	0.041	0.055	0.053

Table 7. Average dry solids collected per year by route (lb/lane-mile)

Sweeping Interval		Low Canopy	Medium Canopy	High Canopy
Increasing Frequency ↓	28 days	195	220§	429†
	14 days	156	231	305
	7 days	145	195	188

§Route originally classified as 'medium' canopy, but quantified canopy cover was closer to 'low' canopy routes.

†Route originally classified as 'high' canopy, but quantified canopy cover was closer to 'medium' canopy routes.

On an annual basis, street corridor tree canopy cover was a significant predictor of recovered total phosphorus (Figure 8).

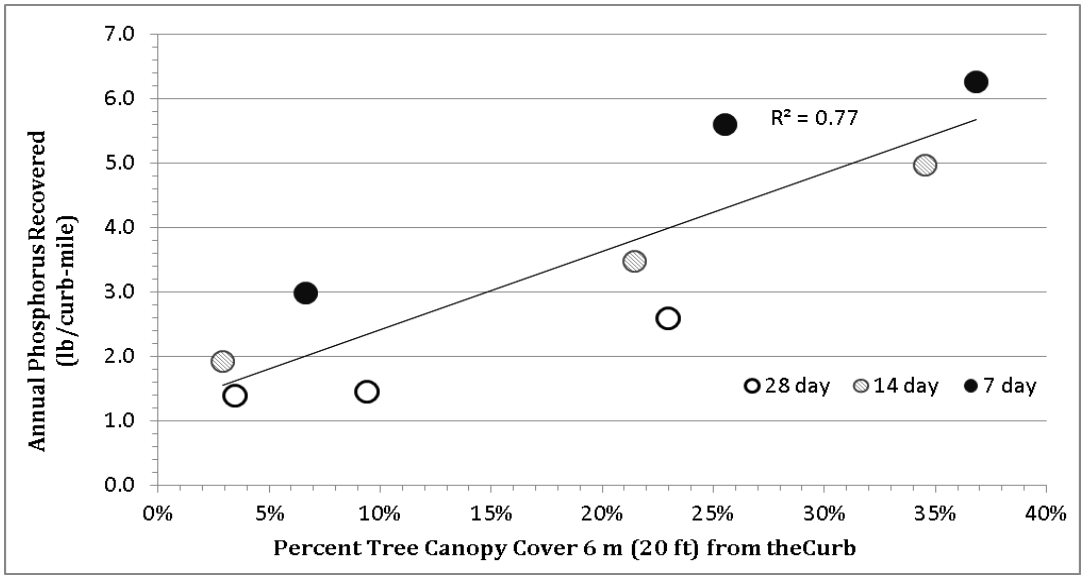


Figure 8. Average total phosphorus recovered per year vs. percent street corridor tree canopy cover for the nine street sweeping routes in the Prior Lake Street Sweeping Study.

Street corridor tree canopy cover was a significant predictor of recovered total phosphorus for data points in 6 of the 9 months assessed; and a significant predictor of coarse organic solids and total nitrogen recovered in all months (March – November), (Table 8).

Table 8. Months for which street corridor tree canopy cover (%) and sweeping frequency were significant predictors of recovered loads, Prior Lake Street Sweeping Study.

Load Type (lb/curb-mile)	**Months for which each factor was a significant predictor of the total load[1,2]**	
	% Street Corridor Canopy Cover	**Average sweeping interval[3]**
Total Dry Solids	Oct, Nov	Apr-Jun, Aug, Sep, Nov
Coarse Organic Solids[4]	**Mar-Nov (all)**	Apr, Sep
Fine Solids	Oct	Apr-Jun, Aug, Oct, Nov
Total P	May, Jun, Aug, Sep, Oct, Nov	Mar-May, Sep, Nov
Total N	**Mar-Nov (all)**	Sep

[1] Data include sweepings in March through November. Data were sparse for the months December though January.
[2] Regression analysis, α=0.05 significance level.
[3] Monthly, bi-weekly, or weekly sweeping intervals.
[4] Component of street sweepings = floatable solids with diameter > 2mm. Organic litter with diameter < 2 mm were included in the 'fine solids' component of sweepings along with other soil-like particles.

When assessed at different buffer distances from the street, correlations between tree canopy cover and recovered loads tended to increase with increasing distance from the street. The increase in correlation typically leveled off at about 20 feet from curb lines.

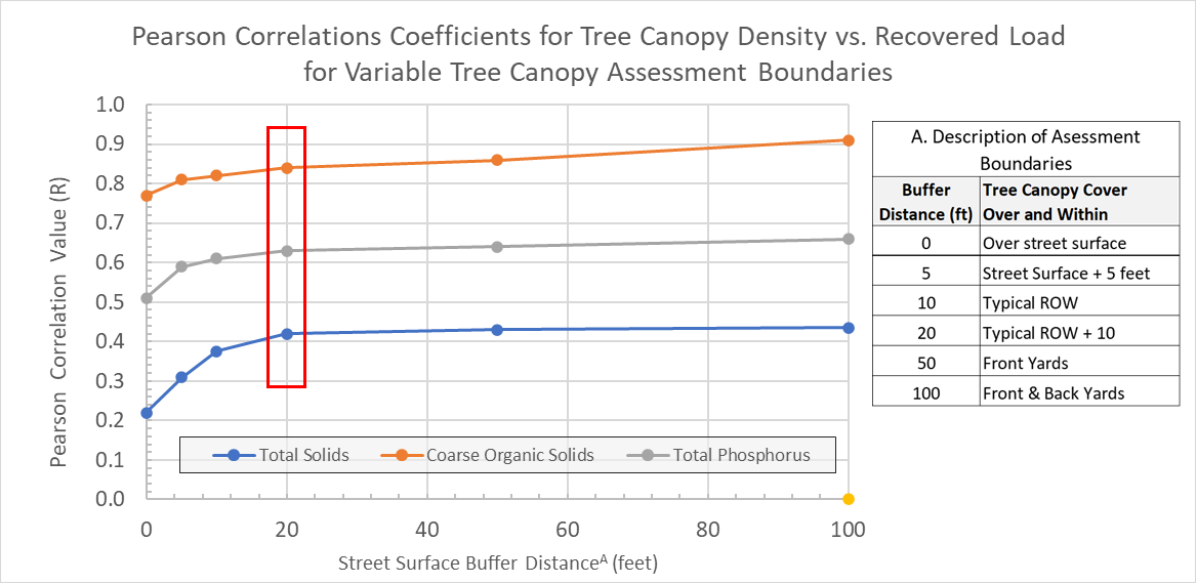


Figure 9. Pearson correlations for canopy cover vs. recover load (annual) for different canopy cover assessment boundaries and recovered load types.

APPENDIX C: Road Classifications and ROW Widths

Road centerline shapefiles developed by the Minnesota Department of Transportation include a route classification attribute, 'ROUTE_SYS,' which contains the route system codes shown below. The full document summarizing MDNOT route system descriptions is available on the MNDOT website.

DEPARTMENT OF TRANSPORTATION

3/9/2020

Route System Descriptions

Route System	Abbreviation	Description
01	I	Interstate
41	IHO	HOV/HOT/Reversible lanes on Interstate
51	UNI	Non-numbered Interstate
02	US	US Highway
42	UHO	HOV/HOT/Reversible lanes on US Hwy
52	UNU	Non-numbered US Highway
03	MN	MN Highway
32	OR	Other Road
43	MHO	HOV/HOT/Reversible lanes on MN Hwy
53	UNM	Non-numbered MN Highway
04	CSAH	County State Aid Highway
05	MSAS	Municipal State Aid Street
07	CR	County Road
08	T	Township Road
09	UT	Unorganized Territory Road
10	M	Municipal Street
11	NPR	National Park Road
12	NFR	National Forest Road
13	IND	Indian Tribe Nation Road
14	SFR	State Forest Road
15	SPR	State Park Road
16	MIL	Military Road
17	OFAR	Other Federal Agency Road
18	BFWR	Bureau of Fish and Wildlife Road
19	FRD	Frontage Road
20	OSAR	Other State Agency Road
21	PVT	Privately Maintained Public Access Road
22	CON	Connector
23	AR	Airport Road
24	BIA	Bureau of Indian Affairs Road
25	LOC	Local Park, Forest or Reservation Agency Road
26	OLR	Other Local Road
27	RSR	Railroad Service Road
28	STL	State Toll Road
29	LTL	Local Toll Road
30	ALY	Alleyway
31	BRR	USBR Road
33	BLM	BLM Road
34	NTW	Non Trafficway

Table 9. Survey of minimum right-of way width by road classification for three TCMA municipalities.

Road Type/Functional Class	Minimum ROW Width (feet)	Source
Arterial	150	A
Arterial	100 - 150	C
Collector	80 - 120	C
Collector	80 - 100	A
Collector Streets	150	B
Commercial or Industrial Service Street	80	C
Street with Medians	80	B
Residential, High-density	70	C
Residential, Multi-family	66	C
Residential, Single family high	60	C
Local Road	50 - 60	A
Residential Public Minor Streets	60	B
Half Street	30	A

A. *City of Inver Grove Heights, MN, Code of Ordinances.*
B. *City of Forest Lake Engineering Design Standards, 2022*
C. *City of Lake Engineering Specifications, 2022.*

Attachment G

Appendix to the 2022-23 Annual Plan of Work
Lower St. Croix Fast Track Project Policy

Beginning on July 1, 2022, the Lower St. Croix Watershed Partnership will use a stream-lined approach to review and recommend projects for funding. Projects submitted by participating entities will be ranked and reviewed two to three times per year in spring, summer, and fall.

On occasion, however, the Partnership recognizes that high value projects may arise that are well-aligned with the goals of our Comprehensive Watershed Management Plan but require more timely review in order to be completed within the calendar year. For time-sensitive projects such as these, local partners may request that their project be reviewed at the next scheduled monthly steering committee meeting.

All projects that are recommended for funding by the Lower St. Croix Watershed Partnership will be required to follow the same process, regardless of the timing for their review. This includes: completing a project request form and self-evaluation; submitting the project for steering committee and/or policy committee review; executing a contract for funding with the fiscal agent; and filling out and submitting an invoice template to the fiscal agent upon project completion.

Projects will only be fast-tracked if they cannot wait until the next scheduled review meeting and their benefit would significantly outweigh that of future projects that will be considered.

This policy should not be construed to include “emergency projects”, as defined by Minnesota Statute 103D.615. The term “emergency project” is strictly applicable to watershed districts and counties during a declared State of Emergency. The Lower St. Croix Watershed Partnership does not have authority under Minnesota Statute to declare a State of Emergency nor complete “emergency projects.”

Attachment H

JOINT POWERS AGREEMENT
FOR THE IMPLEMENTATION OF
THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANANGEMENT PLAN

Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by and between the political subdivisions and local units of governmental units of the State of Minnesota and identified, as follows:

The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and through its respective Board of Commissioners (collectively referred to as the Counties);

The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts, each by and through its respective Board of Supervisors (collectively referred to as the SWCDs);

The Brown's Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South Washington and Valley Branch Watershed Districts, each by and through its respective Board of Managers (collectively referred to as the Watershed Districts); and

The Middle St. Croix, and Sunrise River Joint Powers Watershed Management Organizations, each by and through its respective governing board (collectively referred to as the Watershed Management Organizations).

Together, the above identified Counties, SWCD's, Watershed Districts and Watershed Management Organizations collectively formed the Lower St. Croix Watershed Implementation Partnership and for purposes of this Agreement, said political subdivisions and local units of government and those added in accordance with the terms of this Agreement are herein collectively referred to as "Parties" and individually, as "Party."

RECITALS

WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the Parties to this agreement is a local unit of government having the responsibility and authority to separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to prepare, develop, adopt, implement and administer a comprehensive local water management plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed management plan, as a substitute thereof, and carry out implementation actions, programs and projects toward achievement of goals and objectives of such plans.

WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the water and resource planning and implementation activities of counties, soil and water conservation districts, watershed districts and watershed management organizations and to administer and oversee the Minnesota Comprehensive Watershed Management Planning Program, known as the One Watershed, One Plan program; and

WHEREAS, each of the Parties exercises water management authority and responsibility within the Lower St. Croix River Watershed Management Area, a geographical area consisting of those portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St. Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed Memorandum of Agreement for the purpose to collaboratively develop, as local government units, a coordinated comprehensive watershed management plan for the Lower St. Croix River planning boundary ; and

WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning established a framework of consistency and cooperation through a governing structure having a Policy Committee and an Advisory Committee and provisions that the role and authority of the governing bodies of the Parties, the Policy Committee and Advisory Committee; and

WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed Management Plan, hereinafter referred to as the "Plan" and it is the intent of the Parties that said Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be construed as to modify or supplant the terms or provisions of the Memorandum of Agreement; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, or zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner.

TERMS AND CONDITIONS

NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law and in consideration of the mutual promises and benefits that the parties shall derive herefrom, all Parties hereby enter into this joint powers agreement and agree, as follows:

1. Purpose: This Agreement has the following purposes:

a. This Agreement establishes the terms and conditions, governing structure and processes by which the Parties will jointly and cooperatively continue the planning and the implementation of the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately.

b. This Agreement does not establish a joint powers entity. Rather, this Agreement continues the collaborative governing structure established under the Memorandum of Agreement and redefines the role and authority of the governing bodies, the Policy Committee and Advisory Committee in the decision-making process as applicable for implementation of the plan. This Agreement provides criteria and a process to add additional local units of government as Parties to this Agreement.

c. This Agreement identifies the process of preparing, adopting and carrying out annual work plans that will serve as the mechanism essential for Plan implementation.

d. This Agreement provides for the designation and appointment of a Party or Parties or their representative to carry out the administrative responsibilities associated with the continued collaborative planning and implementation of the Plan and to perform all fiscal responsibilities associated Plan implementation.

2. Eligibility and Procedure to Become A Party

a. Qualifying Party: A county, SWCD, watershed district or watershed management organization located and authorized to carry out water planning and resource management responsibilities within the Lower St. Croix River Management Area is eligible to become a Party to this Agreement.

b. Initial Parties: A county, SWCD, watershed district or watershed management organization may be an initial Party through adoption of one or more resolutions by its respective governing board that indicates its intent to be a Party to this Agreement; that adopts and authorizes such local unit of government to enter into this Agreement; and that adopts and begins implementation of the Plan, or later amendments, within 60 days of State approval of the Plan, or within 45 days of executing this Agreement, whichever is later. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes Chapters 103B and 103D. Any qualifying county, SWCD, watershed district or watershed management organization that desires to become a Party after expiration of the 60 day period for joining as an Initial Party will be eligible to become a Party as an Additional Party pursuant to Section 2.c., below

c. Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:

i. A declaration of intent to join as a Party to the Agreement;

ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and

iii. A statement that the local government unit adopts the Plan.

Upon receipt of such certified documents, the Administrative Coordinator shall issue a signature page to the local government unit and instructions to execute and return the same along with the name and contact data of the representatives appointed by the local government unit to serve on the Policy Committee and the names and contact information of staff of the local government unit assigned to serve on the Advisory Committee. The local government unit will have all duties, rights and responsibilities as a Party to this Agreement upon filing with the Administrative Coordinator a copy of its authorized signature to this Agreement.

d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants associated with the Agreement until the grant has ended.

3. Payments and Financial Responsibilities of the Parties

Each Party is financially responsible for its costs and expenses incurred in implementing the Plan or in carrying out related implementation activities, projects, and programs.

4. Term and Termination

a. Effective Date: This Agreement is effective upon signature of all initial Parties and will remain in effect until December 31, 2031, unless terminated consistent with terms of this Agreement or as otherwise provided under law.

b. Review: Commencing in the second year following the effective date of this Agreement and continuing each year thereafter, the Policy Committee will annually conduct a review of the adequacy and effectiveness of the joint and collaborative partnership provided by this Agreement and the governing structure of the Policy Committee. With the assistance of the Advisory Committee, the Policy Committee shall prepare a report on its findings and provide recommendations as appropriate to

governing boards of the Parties. The report and recommendations should be submitted to the governing boards at the time in which the Policy Committee provides its recommendation on the proposed annual work plan. Any recommendation of the Policy Committee to revise a term or condition of this Agreement will only become effective upon 2/3rds approval of the governing boards of the then present Parties.

c. Termination: This Agreement may be terminated by resolution adopted by the governing bodies of all of the then existing Parties. The parties acknowledge their respective and applicable obligations, if any, under MN Statutes Section 471.59, Subd. 5 after the agreement has been terminated or the purpose of the Agreement has been completed.

5. General Provisions

a. Compliance with Laws/Standards: The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.

b. Timeliness: The Parties agree to perform the obligations under this Agreement in a timely manner and inform each other about delays that may occur.

c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions of its respective officers, employees or agents and each Party shall carry liability insurance coverage of not less than $1.5 million per occurrence, the maximum liability for each Party as provided under Minnesota Statutes Section 466.04. The Parties may participate in a self-insurance pool to meet this requirement.

d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party. If a Party is found responsible for any liability associated with the actions of the Lower St. Croix One Watershed, One Plan Policy Committee or implementation of the Comprehensive Watershed Management Plan, said Party agrees to indemnify and hold harmless any of the other non-liable parties of this Agreement for any defense costs and expenses associated with any such claim.

e. Employee Status: The respective employees and agents of each Party shall remain the employees of each individual respective Party.

f. Data Practices, Data Management and Record Retention: Notwithstanding Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for purposes of the Minnesota Government Data Practices Act and all other statutes and provision of law related to data practices, data management and records retention,

each party shall remain the exclusive responsible authority, as defined in Minn. Stat. 13.02, subd. 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by the party agency. This section includes but is not limited to all data regardless of its classification as the term government data is defined in Min. Stat. 13.02, subd. 7.

g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat. 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative Auditor, or any duly authorized representative at any time during normal business hours and as often as they deem reasonably necessary, shall have access to and the right to audit, excerpt and transcribe any books, documents, papers, records, etc. that are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. The parties agree to maintain and make available these business records for a period of at least 6 years from the date of the termination of this agreement.

6. Annual Work Plans:

a. Required Contents: Annual work plans will be developed that detail implementation of the Plan, minimally including projects and programs to be completed collaboratively and associated budgets. A fiscal agent and a responsible Party or Parties shall be identified for each project, program or implementation activity contained in the annual work plan. The responsible Party or Parties must provide any grant matching funds and accept responsibility for implementation and outcomes. The annual work plans may include a summary of projects, programs and implementation activities to be accomplished with state Watershed Based Implementation Funds, competitive state grants, local funds or others.

b. Process for Development and Adoption of Annual Work Plans.

The decision – making process in the development and adoption of annual work plans shall be as follows:

1. The Advisory Committee shall draft and prepare the proposed annual work plan ranking projects, programs and implementation activities utilizing the selection criteria contained in the Plan.

2. The Advisory Committee shall present the proposed annual work plan to the Policy Committee for discussion and revision as appropriate.

3. The Policy Committee shall vote to recommend a proposed annual work plan to the governing boards of the Parties for approval. A vote of 2/3rd of the members present of the Policy Committee is necessary to move a recommended annual work plan onto the governing boards.

4. The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of then existing Parties.

7. Structure and Governance

To carry out the coordinated and collaborative planning, development and implementation of the Plan and development, adoption of annual work plans, the Parties will continue the Policy Committee and Advisory Committee, as established under the Memorandum of Agreement. The function and the authority of the governing boards of the Parties and the composition, function and authority of the Policy Committee and Advisory Committee are as follows;

a. Governing Boards of Parties

i. The governing boards are the elected or appointed officials of the respective Party to this Agreement.

ii. Responsibilities: The governing boards of the Parties have the responsibility to take approval action on matters required by the terms of this Agreement and on matters recommended by the Policy Committee. Matters on which governing boards must take formal action include, but are not limited to, as follows:

1. Designation of an elected or appointed member or members to serve on the Policy Committee and set the term of service of each member so designated.

2. Approval of Annual Work Plans;

3. Amendments to the provisions of the Plan; and

4. Adoption or approval of other matters necessary for Plan implementation.

iii. Authority: A governing board of a Party shall exercise its decision-making authority only by adoption of a formal resolution. Governing boards must act on Policy Committee recommendations within 60 days after the day in which the Policy Committee formally adopted such recommendation. The decisions of the various governing boards of the Parties will be deemed approved for purposes of this Agreement when 2/3^{rds} of the governing bodies have adopted formal action on the respective recommendation.

b. Policy Committee

i. Responsibilities: The Policy Committee has the responsibility to develop and make recommendations on those matters that require approval by the governing boards of the Parties, including, but not limited to, annual work plans, additional parties to this Agreement, revisions and modifications to this Agreement and amendments to the Plan. Each member of the Policy Committee member shall serve as a liaison to his or her respective governing board; keep such governing board informed on the implementation of the Plan; and ensure that the preferences and ideas of such governing board are communicated to the Policy Committee.

ii. Composition: The Policy Committee shall be composed of one representative from each Party to this Agreement, except that Chisago County shall have three representatives seated on the Policy Committee. Each party may

also have one alternate in the absence of the designated representative. With exception of Chisago County, representatives and alternates must be an elected or appointed member of that Party's governing board and selected by the Party's governing board. The Chisago County Board of Commissioners must appoint three representatives to the Policy Committee, with one representative and an alternative representative each being a Commissioner and the two other representatives and respective alternatives to the Policy Committee appointed by the Chisago County Board of Commissioners as it may determine as appropriate. The term of each representative is decided by the appointing governing board.

iii. Governance: The Policy Committee shall be governed pursuant to by-laws and rules of procedure as the Policy Committee may develop, adopt and revise from time to time. The Policy Committee may utilize bylaws adopted in the preparation and development of the Plan and may revise the same to be suitable for purposes of Plan implementation. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of this Agreement. In the event of conflict or ambiguity, the terms of this Agreement shall prevail.

iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy Committee must provide that:

1. The Policy Committee will have at least twice-annual meetings and special meetings as necessary for implementation of the Plan.
2. The Chair or any four representatives may call special meetings giving not less than 72 hours written notice of the time, place and purpose of such a meeting delivered by mail or email to each Party.
3. All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings. The official posting location for meeting dates and locations shall be the Lower St. Croix One Watershed One Plan website.
4. The conduct of all meetings of the Policy Committee shall be generally guided by the most recent edition of Robert's Rules of Order.
5. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
6. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.

c. Advisory Committee

i. Responsibilities: The Advisory Committee has the responsibility to assist and advise the Policy Committee and to prepare and develop matters necessary for Policy Committee recommendation, including, but not limited to, annual work plans, and proposed amendments to the Plan and this

Agreement.

ii. Composition: The Advisory Committee is composed of staff of the Parties to this Agreement. Each Party may assign up to two staff to serve on the Advisory Committee. On a vote of two-thirds of its members present, the Policy Committee may increase the number of members on the Advisory Committee.

8. Administrative Coordinator

a. The Parties shall designate a Party to serve as Administrative Coordinator. The Administrative Coordinator has the responsibility to perform the administrative and coordinative work necessary for Plan implementation that is not associated with a specific implantation activity, project or program. The responsibility of the Administrative Coordinator may include serving as fiscal agent to accept and carryout all responsibilities associated with grants, grant agreements and financial transactions that are part of and related to grant agreement and contract implementation. Alternatively, the Parties may designate a separate Party to carry out fiscal agent responsibilities. A Party designated to serve as Administrative Coordinator or fiscal agent may assign that function to its staff or contract for such services.

b. The Parties agree that until the first annual work plan is adopted that the Washington Conservation District and Chisago Soil and Water Conservation District will be jointly designated as Administrative Coordinator. The first annual work plan and each annual work plan thereafter shall identity the Party that is the designated Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of implementing that respective annual work plan.

c. The governing board of the Administrative Coordinator and fiscal agent is authorized to make payments and to take other actions within a respective approved annual work plan.

d. The costs and expenses incurred by a Party in performing the function of Administrative Coordinator and fiscal agent may be paid with grant funds, including state Watershed Based Implementation Funds unless prohibited by State policy, grant contract or law. In the event that these funds are unavailable or insufficient, such costs and expenses remain the financial responsibility of such Party incurring the same unless the Parties otherwise agree through an approved annual work plan or separate action adopted by the governing boards of the then existing parties.

9. Miscellaneous

a. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. This executed Agreement including all counterparts shall be filed with each party to this agreement with a notification of the Agreement's effective date.

b. Amendments Any changes, amendments, or modifications to this Agreement may only be made formal resolution adopted by all of the governing boards of the then existing Parties.

c. Savings Clause: In the event that any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

10. Authorized Representatives

The following persons have been authorized as representatives to act as the primary contact for all matters concerning this agreement are:

Anoka County, County Administrator Rhonda Sivarajah or successor
Chisago County, County Administrator Chase Burnham or successor
Isanti County, County Administrator Julia Lines or successor
Pine County, County Administrator David Minke or successor
Ramsey County, County Board Chair Toni Carter or successor
Washington County, County Administrator Kevin Corbid or successor
Anoka Conservation District, District Manager Chris Lord or successor
Chisago SWCD, District Manager Craig Mell or successor
Isanti SWCD, District Manager Tiffany Determan or successor
Pine SWCD, District Manager Jill Carlier or successor
Washington Conservation District, District Manager Jay Riggs or successor
Brown's Creek Watershed District, District Administrator Karen Kill or successor
Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or successor
Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
South Washington Watershed District, Administrator Matt Moore or successor
Valley Branch Watershed District, President Jill Lucas or successor
Middle St. Croix WMO, Administrator Matt Downing or successor
Sunrise River WMO, Chair Dan Babineau or successor

(Signature Pages begin on next Page).

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers. *(Repeat this page for each participant)*

PARTNER: _____

APPROVED:

BY: _____

Board Chair Date

BY: _____

Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____

County Attorney Date

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** 13
Title of Item for Consideration: Fiscal Year 2024 & 2025 Board of Water and Soil Resources (BWSR) Natural Resources Block Grant Agreement	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services Department

Previous Action on this Matter: The Natural Resource Block Grant (NRBG) program and agreement is an annual program and agreement presented by the State of Minnesota Board of Water and Soil Resources (BWSR). To be eligible for the NRBG, a county must have a locally adopted and BWSR approved comprehensive local water management plan (*1W1P)*, complete the application process, satisfy any required match, and submit annual reporting. Chisago County has been a routine participant in the NRBG program for many years.

Background: The Natural Resources Block Grant (NRBG) is a composite of base grants available to local government units that help them implement programs designed to protect and improve water resources. The total grant amount for FY 2024 is $96,736. The total grant amount for FY 2025 is currently set at $59,912 with the routine Septic Treatment Systems ($21,200) and potential STS Upgrade Grant (maximum $40,000) amounts anticipated available in 2025 but not yet included. Of note with these years grant agreement allocations is the 36.5% increases in three of the award categories and a 14% increase in the septic treatment system grant. These state funding allocations have not been notably adjusted in years. In total, the increased grant awards in these categories will bring an additional $18,626 in state funding support of the various associated program budgets.

The FY 2024 & 2025 State of Minnesota Board of Water and Soil Resources NRBG Agreement is presented for approval. A summary of the FY 2024 monetary line items and individual programs under this grant agreement include:

- **$15,624 Septic treatment system upgrade grant** for purpose of supporting installation of septic systems for low income property owners. Chisago County policy is established to award up to $5,000 grants to qualifying property owners on a first come first served application basis.
- **$15, 349 Local Water Management grant** for the purpose of implementing comprehensive local water plans. A statutory local levy match or cash equivalent is required that is determined from a county's equalized taxable net tax capacity, as determined by the Dept. of Revenue. *This grant was increased by 36.5% from $11,243 and has not seen such an increase in years.*
- **$37,815 27,700 Wetland Conservation Act grant** for purpose of local administration of the Wetland Conservation Act. The grant amount is formula derived from a base amount of county WCA activity and requires a match of 1:1 cash and/or in-kind and a county must agree to transfer a minimum of $5,000 (or 15 percent of their allocation, whichever is greatest) to the Soil and Water Conservation District for the implementation of Wetland Conservation Act activities. *This grant was increased by 36.5% from $27,700 and has not seen such an increase in years.*
- **$6,748 4,943 Shoreland grant** for purpose administration of state approved Shoreland management programs. This program is administered at the state level by the DNR. *This grant was increased by 36.5% from $4,943 and has not seen such an increase in years.*
- **$21,200 Septic Treatment Systems grant** for purpose of local administration of SSTS

programming. All counties are required to pass ordinances regulating SSTS countywide. Counties that have enacted countywide ordinances and have a BWSR approved locally adopted comprehensive local water plan (1W1P) are eligible to receive this grant. *This grant was increased by 14% from $27,700 and has not seen such an increase in years.*

Attachment:

- FY 2024/2025 Grant Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively approve and authorize execution of the FY 2024 & 2025 Natural Resource Block Grant Agreement. The suggested motion to accomplish this is as follows:

"Move To Approve and Authorize Execution of The FY 2024 & 2025 State of Minnesota Board of Water and Soil Resources Natural Resource Block Grant Agreement"

Implications of Action: Board approval will approve the terms of the agreement for FY 2024 and FY 2025 Natural Resource Block Grants. Payment of the 2024 grant amounts will be made in one installment promptly after execution of the grant agreement.

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

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

Administrator's Recommendation

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

DocuSign Envelope ID: BBFAF0E2-9987-42B4-A32A-F603CA4EF388

BOARD OF WATER AND SOIL RESOURCES

FY 2024 and 2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT PROGRAM
GRANT AGREEMENT

Vendor:	0000197284
PO#:	3000016600

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Chisago County**,** 313 N Main St, Center City MN 55012 (Grantee).

Grant ID	Grant Title	Awarded Amt
P24-0324	2024 - Local Water Management - NRBG (Chisago County)	$15,349.00
P24-0411	2024 - Wetland Conservation Act - NRBG (Chisago County)	$37,815.00
P24-0498	2024 - Shoreland-NRBG (Chisago County)	$6,748.00
P24-0583	2024 - Septic Treatment Systems - NRBG (Chisago County)	$21,200.00
P24-0666	2024 - Septic Treatment Systems Upgrade - NRBG (Chisago County)	$15,624.00
P25-0193	2025 - Local Water Management - NRBG (Chisago County)	$15,349.00
P25-0280	2025 - Wetland Conservation Act - NRBG (Chisago County)	$37,815.00
P25-0367	2025 - Shoreland-NRBG (Chisago County)	$6,748.00

Total Grant Awarded: $156,648.00

Recitals

1. This Grant Agreement is for the FY 2024 and 2025 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA), and FY 2024 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2023, Regular Session, Chapter 60 Article 1, Section 4 (q) appropriated funds to the Board for the FY 2024 and 2025 DNR Shoreland, LWM, and WCA grants.
3. The Board adopted Board Order #23-41 to authorize and allocate funds for the FY 2024 and 2025 DNR Shoreland, LWM, WCA, and MPCA SSTS grants.
4. The MPCA transferred to BWSR funds for their Fiscal Year 2024 SSTS Grant Programs to be allocated with this Grant Agreement.
5. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is: **TITLE**
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
   1.1. ***Effective date:*** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
   1.2. ***Expiration date:*** FY 2024 and 2025 DNR Shoreland, LWM, and WCA grants expire ***December 31, 2025*** or until all obligations have been satisfactorily fulfilled, whichever comes first. FY 2024 MPCA SSTS grants expire ***December 31, 2027*** or until all obligations have been satisfactorily fulfilled, whichever comes first.
   1.3. ***Survival of Terms:*** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**
   The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:
   2.1. ***Implementation:*** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
   2.2. ***Reporting:*** All data and information provided in a Grantee's report shall be considered public.
      2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
      2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board for FY 2024 and 2025 DNR Shoreland, LWM, and WCA grants by February 1, **2026**, or within 30 days of completion of the project, whichever occurs sooner. The Grantee will submit a final progress report to the Board for FY 2024 MPCA SSTS grants by February 1, **2028**, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over $500,000 will also require a reporting expenditure by June 30 of each year.
   2.3. ***Compliance:*** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Local Water Management, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
   2.4. ***Wetland Conservation Act Funds Transfer:*** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3. **Time.**
   The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**
   4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
   4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
   4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
   4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
   4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**
   5.1 All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative

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and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

5.2 For the LWM, WCA and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant funds to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. **Assignment, Amendments, and Waiver.**

6.1. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. ***Amendments.*** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. ***Waiver.*** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

11.1. ***Publicity.*** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. ***Endorsement.*** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

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13. **Termination.**
    13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
    13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. **Data Disclosure.**
    Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.**
    It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**
    Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Intellectual Property Rights.**
    The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant.* Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Chisago County

By: _____

_____
(signature)

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

_____
(signature)

Title: _____

Date: _____

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Date: December 13, 2023

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** 14
Title of Item for Consideration: Biannual 2024-25 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District
Previous Action on this Matter: Chisago County has approved biannual professional and technical services contracts with Chisago Soil and Water Conservation District since 2011.	

Background: The Chisago Lakes Lake Improvement District (LID) is requesting the County Board to authorize a bi-annual professional services contract for the years 2024 and 2025. In an amount not to exceed $75,000. If approved, Chisago SWCD staff will perform the following five work tasks for the LID:

- Complete an assessment of water quality monitoring completed by LID or SWCD staff or local volunteers during the summer of 2024.
- Coordinate implementation of Best Management Practices projects identified in stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes Watershed.
- Provide general maintenance of stormwater Best Management Practices that have been installed throughout the Chisago Lakes Chain of Lakes Watershed.
- Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the LID.
- Implement a landowner cost share program for installation of urban, rural and shoreland best management practices within the LID

***Attachment*:**

- Professional Services Agreement: Statement of Work: Delivery of Professional/Technical Services Between Chisago County and the Chisago Soil and Water Conservation District

Action Requested/Recommended: The LID Board respectfully requests that the County Board of Commissioners to authorize and approve a bi-annual professional services agreement between the LID and SWCD for 2024 and 2025. Technical Services Contract. The suggested motion to approve this action is as follows:

"Move to Authorize and Approve the Statement of Work: Delivery of Professional/Technical Services Between Chisago County and the Chisago Soil and Water Conservation District, attached hereto and incorporated herein."

Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.

Budget/Financial Implications: The work tasks in the 2023-24 Contract are included in the proposed 2024 LID budget and were approved by the LID Board at their November 6 meeting. The total 2024-25 contract amount is $75,000.

Legal/Policy Implications: The proposed agreement provides a framework for the LID to purchase the professional and technical services of CSWCD staff consistent with the terms and conditions of the proposed agreement. The proposed agreement conforms to applicable laws and County policies and the County Attorney's Office has approved the contractual document as to form.

Administrator's Recommendation

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

STATEMENT OF WORK
DELIVERY OF PROFESSIONAL/TECHNICAL SERVICES
By and Between Chisago County and
Chisago Soil and Water Conservation District

The County of Chisago, a body politic and corporate (hereinafter "the County") on behalf of the Chisago Lakes Lake Improvement District (hereinafter, "the CLLID") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago, do agree and enter into this Statement of Work for the delivery and receipt of professional services consistent with the recitals and terms and conditions set forth herein and amended by mutual agreement as may be required after execution of this Statement of Work.

RECITALS

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to enter into contracts for services from time-to-time, including, but not limited to, for the acquisition of certain professional/technical services as needed by the Chisago Lakes Lake Improvement District to implement and carry out water and land resources management programs and water resources management plans; and

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

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

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

TERMS AND CONDITIONS

1. **SCOPE OF WORK**: Work to be performed by the SWCD staff includes, but is not limited to:
   - Exhibit A: Goal 1, Obj. 2: Lake Water Quality Monitoring Report: $7,000
   - Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: $40,000
   - Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: $8,000
   - Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: $10,000
   - Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: $10,000

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

Technical/Specialist Staff: $70/hour
Engineering Specialist: $95/hour

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

3. TERM OF AGREEMENT: This Statement of Work shall have a term of two years, commencing and taking effect on January 1, 2024, and continuing until December 31, 2025.

4. AUTHORIZED REPRESENTATIVES: All official notifications, including but not limited to, cancellation of this Statement of Work must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this Statement of Work is:

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

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

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

5. CANCELLATION AND TERMINATION:

A. This Statement of Work may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the SWCD. In the event of such a cancellation, the SWCD shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

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

7. LIABILITY & INSURANCE:

A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this Statement of Work by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this Statement of Work. Likewise, the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Statement of Work.

B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) coverages. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
   - ✓ General Liability;
   - ✓ Automobile Liability --At coverages of $500,000/claim; $1,500,000/occurrence; and
   - ✓ Workers' Compensation, as required by Minnesota law;

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

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

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. County shall own all rights, title and interest in all of the materials conceived or created by the SWCD, or its employees or sub-contractors, either individually or jointly with others and which arise out of the performance of this Statement of Work, created and paid for under this Statement of Work, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Statement of Work by the SWCD, its employees or sub-contractors, individually or jointly with others, shall be considered "works made for hire" as

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

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

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

11. JURISDICTION AND VENUE. This Statement of Work, 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 Statement of Work, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

12. AMENDMENTS. Any amendments to this Statement of Work shall be in writing and shall be executed by the same parties who executed the original Statement of Work, or their successors in office. In the event that the County and SWCD enter into a Master Services Agreement for the mutual delivery of administrative services and professional services, this Statement of Work shall be interpreted as an incorporated document of such Master Services Agreement and the terms and conditions of the Master Services Agreement shall, as appropriate, supersede the terms and conditions of this Statement of Work.

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

14. SUBCONTRACTING AND ASSIGNMENT. SWCD shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

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

IN WITNESS WHEREOF, the above-named parties have executed this Statement of Work on the Date(s) indicated below and shall take effect upon January 1, 2024, irrespective of the dates of signatures below.

CHISAGO COUNTY:

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

Date:_____

Witnessed: _____
Clerk to the Board

Date:_____

CHISAGO LAKES LAKE IMPROVEMENT DISTRICT:

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

Date:_____

Witnessed: _____
District Administrator

Date:_____

CHISAGO SWCD:

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

Date:_____

Witnessed:_____
District Administrator

Date:_____

Reviewed/Approved by County Attorney:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:_____
Jeffrey B. Fuge, Assistant County Attorney

Date: December 13, 2023

Exhibit A: Goal 1, Obj. 2: Water Quality Monitoring Report: $7,000 from FY 2024 Budget

1. **Task**
   Complete an assessment of the water quality monitoring completed by local volunteers, SWCD staff, and/or CLLID staff during the summer of 2024.

2. **Outcome**
   Results from lakes monitoring in 2024 will be assessed and compiled into a report showing all data relative to State approved water quality standards and expected levels. This report will include data collected by local volunteers, SWCD staff, and/or CLLID staff. Data will be relayed in an easy-to-understand context to share this data with other landowners and lake users within the Chisago Lakes Chain of Lakes Watershed. Data will be entered into MPCA database. Monitoring reports will be available on the Chisago SWCD website and by request to the Chisago SWCD.

Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: $40,000 from FY 2024 Budget

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

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

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

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

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

6. **Construction Monitoring (Site inspections)**
   The SWCD will monitor construction activities to verify proper implementation of BMPs.

7. **Long Term Monitoring**
   The SWCD will provide long term monitoring of installed BMPs.

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

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

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

Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: $8,000 from FY2024 Budget

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

Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: $10,000 from FY2024 Budget

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

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

Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: $10,000 from FY 2024 Budget

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

2. **Outreach**
   The Chisago SWCD and the CLLID will advertise that financial cost-share assistance is available as staff time is available.

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

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

5. **Construction Monitoring (Site inspections)**
   The SWCD will monitor construction activities to verify proper implementation of BMPs.

6. **Long Term Monitoring**
   The SWCD will provide long term monitoring of installed BMPs with permission from the landowner.

7. **Cost Share Statement of Works and Payment**
   The SWCD Board will approve all cost share Statement of Works per the criteria established by the CLLID Board. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

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

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** 15
Title of Item for Consideration: 2024 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. (EOR)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning – on behalf of the Chisago Lakes Lake Improvement District (LID)

Previous Action on this Matter: Chisago County has approved annual General Engineering and Administrative Services agreements with EOR since 2010.

In fall, 2016, the Chisago Lakes Lake Improvement District solicited Request for Services proposals to provide ongoing engineering consultant services from 7 water resource engineering firms. A subcommittee of the LID evaluated the proposals received. EOR scored highest for matching the needs of the LID. EOR fees were lowest. The subcommittee recommended EOR continue to be the primary engineering consultant for the LID.

Background: At the request of the LID, County Board consideration of the proposed 2022 General Engineering and Administrative Services agreement, along with additional tasks: Carp Management, and Aquatic Plant Point Intercept Surveys is respectfully requested.

Attachments:

- 2024 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. for the Chisago Lakes Lake Improvement District.
- EOR Memo 2024 Aquatic Plant Point-Intercept Surveys
- EOR 2024 Hourly fee schedule

Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2024 General Engineering and Administrative Services Agreement between Chisago County and Emmons and Olivier Resources, Inc. along with Carp Management, and Point Intercept Surveys for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows:

"Move to Approve the 2024 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form."

Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.

Budget/Financial Implications: The work tasks in the 2024 General Engineering and Administrative Services and additional tasks are included in the 2024 LID budget and were approved by the LID Board at their November 6, 2022, meeting. The total 2024 contract amount is $46,000.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.			
Administrator's Recommendation			
Approve C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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

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

RECITALS

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

WHERAS, pursuant to Minnesota Statutes, section 103B.555, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

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

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

TERMS AND CONDITIONS

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

I. Term:

Notwithstanding the date of signatures of the respective parties, this Agreement shall be effective on January 1, 2024 and terminate on December 31, 2024, or as terminated earlier as provided herein.

II. Scope of Services

a. During the term of this Agreement, the CONSULTANT shall perform all professional engineering or consulting services set forth in this Agreement and which the Board of the LID is authorized to direct.

b. These general services may include, but are not limited to, the planning, design and construction support services for capital improvement projects or studies engineering and economic analyses related to the project financing and implementation, wetland delineations, natural resources inventories, water monitoring, data collection and

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

i. **Exhibit A** - Goal 2: General Engineering Services Scope of Work;
ii. **Exhibit B** - Goal 8: EOR Memo 2024 Aquatic Plant Point Intercept Survey.

c. Standard of Performance – the standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

d. Addendums and Change Orders –

i. Any services outside the terms, conditions and services set forth in this agreement shall be specifically set forth in a "Change Order."

ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the County Board.

iii. Change Orders, or any one change order, which increase(s) the total authorized payments to EOR beyond the compensation amount set forth in of this Agreement must be separately authorized and executed by the County Board and the Consultant.

III. Cost, Compensation and Payment of Services

a. The financial responsibility of the County and the total cost to be incurred under this Agreement shall not exceed $46,000, unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein.

b. Costs are to be allocated across the following services:

i. The total cost incurred for services described in **Exhibit A** - Goal 2: General Engineering Services Scope of Work shall not exceed the sum of $40,000.

ii. The total cost incurred for services described in **Exhibit B** - Goal 8: EOR Memo 2024 Aquatic Plant Point Intercept Survey shall not exceed the sum of $6,000.

c. The County shall pay CONSULTANT for services authorized under this Agreement directly to the CONSULTANT upon the presentation of a claim or invoice in the manner provided by law for payment of claims against the County, upon satisfactorily completion of the services identified on such invoice.

d. The CONSULTANT shall invoice the County for services performed and delivered under this Agreement and such services shall be itemized consistent with the fees identified in CONSULTANT's 2024 Hourly Fee Schedule, attached hereto and incorporated herein as **Exhibit C**. Statement or Invoices shall identify the staff members that have performed the

services during the previous invoicing period and a detailed description of the work performed.

e. Prompt payment of subcontractors – CONSULTANT shall pay any subcontractor for work performed under this Agreement, within ten days of receipt of payment from the County for undisputed services provided by any subcontractor, as provided in Minn. Stat. 16A.1245. Any delays in payment to the subcontractor for undisputed services shall require the CONSULTANT to pay any and all interest and penalties due a subcontractor, for said delays, as allowed by law.

IV. Cancellation and Termination of Agreement.

a. Termination or Cancellation– Either party may terminate the Agreement for any reason, or for no reason at all, upon mailing written notice at least 30 days to the other party.

b. Upon termination, the CONSULTANT will provide true and correct copies (including paper, electronic, photo, and digital) of all working and archived files in the possession of the CONSULTANT to the County within 30 days after termination of the Agreement.

c. Cancellation of Agreement by the County – A Cancellation Notice provided by the County shall state specifically what, if any, ongoing Administrative Services or Work is to be completed by CONSULTANT within the remaining 30-day cancellation period. The CONSULTANT shall be entitled to full compensation for all satisfactory work performed to the date of the Cancellation Notice and through the cancellation period (and all costs in connection therewith) which have been performed in accordance with the terms and provision of this Agreement if authorized in the cancellation notice.

d. Cancellation of Agreement by CONSULTANT - The CONSULTANT shall remain responsible for completing and satisfactorily fulfilling obligations under each authorized Change Order. The County shall have available to it any remedies available in law or equity. By agreement of the parties to this agreement the CONSULTANT may complete services and/or projects authorized under an executed Task Order or arrange for mutually agreed upon alternative provider(s).

V. Contract Administrator

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

For CONSULTANT	For COUNTY
Name: Greg Graske	Benjamin Elfelt
Position: Client Representative	Administrator Chisago Lakes Lake Improvement District
Phone: 651-203-6025	(651)213-8383
e-mail: ggraske@eorinc.com	benjamin.elfelt@chisagocountymn.gov

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

VI. Documents and Data Practices

a. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. CONSULTANT shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not services are continued or project(s) completed.

b. Within thirty (30) days of termination of the Agreement, the County and LID shall receive from the CONSULTANT full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by CONSULTANT relative to the County and LID. CONSULTANT shall be reimbursed for cost of creating copies.

c. The CONSULTANT grants to the County a perpetual license to use the documents and files as the County deems appropriate, subject to the following limitations: (1) The County acknowledges that documents and files are not intended or warranted to be suitable for additional use, application or reliability for other projects or endeavors, without written verification or adaptation by the CONSULTANT; (2) Use, re-use or modification of the documents without written verification, completion, or adaptation by the CONSULTANT, as appropriate for the specific purpose intended, will be at the County's risk, without liability or legal exposure to CONSULTANT, except as provided herein; (3) the County shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by the Consultant; (4) Such limited license to the County does not create any rights in third parties.

d. Availability: Pursuant to Minn. Stat. 16C, Subd. 5 the CONSULTANT agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the CONSULTANT and involve transactions relating to this agreement.

e. Retention: The CONSULTANT agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.

f. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by CONSULTANT to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act and any and all data and records that the County receives from CONSULTANT in the performance of this Agreement shall be considered as public data. However, in the event that the County receives a request for disclosure of data or records

received from CONSULTANT, the County shall provide CONSULTANT with notice of such a request prior to making a determination of disclosure and disclosure and CONSULTANT may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by CONSULTANT, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.

VII. Insurance and Indemnification

a. CONSULTANT agrees to procure and maintain at all times, at its expense:

   i. Workers' Compensation insurance as required by law;

   ii. Automobile Liability insurance of $1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;

   iii. Commercial General Liability insurance of $3,000,000 aggregate amounts;

   iv. Professional Liability insurance of $2,000,000 aggregate;

   v. Coverage maintained by CONSULTANT, for a single incident/claims or for any number of claims arising out of a single incident, in coverage amounts greater than those limits set forth in Minn. Stat. Sec. 466, shall in no way constitute a waiver of the tort liability limits afforded the County by law.

b. CONSULTANT agrees to name the County as an additional insured on such coverages and provide certificates of insurance as evidence of such coverages.

c. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, LID, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the CONSULTANT, or CONSULTANT's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of CONSULTANT's services under this Agreement.

d. To the fullest extent permitted by law, the County on its own behalf, and on behalf of the LID, shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, subcontractors or agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the County, the LID, their manager's advisors, agents attorneys accountant, other consultants and employees with respect to this agreement.

VIII. Merger and Modification

a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this Agreement

b. Any material alternations, variations, modification or waivers of provision of the Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IX. Severability

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

X. Controlling Law

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

XI. Assignment, Successors and Assigns

a. The Consultant shall not assign, subcontract, or transfer any interest in this Agreement or any of the services or duties it is obligated to perform hereunder, without the prior consent of the LID and such consent shall not be unreasonably withheld.

b. The CONSULTANT binds themselves, their partners, successors, assigns and legal representatives to the covenants of this agreement or claims arising therefrom.

Signatures to Agreement found on Next Page

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

AS TO FORM:

By: _____
Chisago County Attorney's Office

Date: _____

COUNTY:

By: _____
Chair of Chisago County Board
Date: _____

Attest: _____
Clerk to the Board

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney
Date: November 10, 2021

Commented [GG1]: I think this page needs to be updated

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

CONSULTANT
By: _____

Title: _____
Date: _____

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

Sworn before me this ___ day of _____, 20__

_____
Notary Public

EXHIBIT A

General Engineering Scope of Work

a. Upon request of the LID, CONSULTANT shall provide the following services during the term of this Agreement:

   i. Attend monthly and annual LID meetings, as requested (LID shall provide 10 days notice of request for attendance.);

   ii. Provide progress reports at meetings; if a meeting is not attended by CONSULTANT, a written progress report will be provided in advance of the meeting;

   iii. Attend special meetings or committee meetings, as requested by LID;

   iv. Investigate "specific problems" or "technical issues" and provide recommendations for appropriate action in response to the identified circumstances;

   v. Perform site visits within the LID in order to recommend engineering solutions and recommend appropriate action;

   vi. Perform periodic maintenance inspections of the lake system channels and overflow weirs; Coordinate and initiate debris clearing activities by independent contractors;

   vii. Coordinate with independent contractors and governmental agencies to assist in identifying the permits that are required for maintenance or County authorized construction activities;

   viii. Submit all necessary permitting paperwork;

   ix. Review plans and specification submitted by developers, cities, the County or other persons or entities;

      1. The CONSULTANT will provide comments on said plans and specifications to the LID and the governmental unit that has permitting authority over the project.
      2. The review and subsequent comments will be provided in advance of scheduled meetings wherein said plans and specifications will be discussed and/or approved by the LID and governmental unit(s).

   x. Provide recommendations for proposed projects or studies;

   xi. Attend city council meetings, city planning commissions meetings, or county commissioner meetings to advocate for the interests of the LID, provide technical services updates, or request support for activities projects or studies;

memo

Project Name |	2024 LID Point-Intercept Surveys	**Date** |	10-31-2023
To / Contact info |	Ben Elfelt		
Cc / Contact info |			
From / Contact info |	Greg Graske, PE		
Regarding |	Potential Point-Intercept Surveys for 2024		

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

Proposed Tasks & Assumptions

Large Lake Plant Point-Intercept Survey

To estimate effort needed, EOR would create a 100 x 100 meter point-intercept sampling grid that would be overlaid onto a polygon depicting the total surface area of the lake. It is assumed that there will be up to approximately 300 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take up to 28 hours over three days. An additional 10 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

- EOR Fee- up to 38 hours including report summary and mileage = up to $6,000 (actual cost would be calculated based on lake size and would be more for a lake with additional sampling points)

Exhibit C

EOR 2024 HOURLY FEE SCHEDULE

Classification	Hourly Rate
Professional 1	$123.00
Professional 2	$154.00
Professional 3	$182.00
Professional 4	$208.00
Technician 1	$88.00
Technician 2	$107.00
Technician 3	$130.00
Support Staff	$85.00

	Meeting Rate
Fixed Fee for Board Meeting Attendance	$275.00

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

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

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

Additional Notes:

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

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 16
Title of Item for Consideration: Report and Recommendations from the December 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 December 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.**

2024 Legislative Priorities:

County Administrator Burnham discussed the 2024 MN Legislative Session with the Committee. The Committee discussed a variety of potential bonding/road/transportation project each Commissioner would be interested in lobbying for. **The Committee recommended meeting with County lobbyists from Larkin Hoffman as soon as possible.**

2024 Fee Schedule:

County Administrator Chase Burnham discussed the current 2023 and recommended that the Committee hold a public hearing at the Organizational Meeting at 9:30 a.m. and make changes to certain fees. **The Committee recommended hosting a public hearing on January 2nd at 9:30 am.**

ARMER User and Subscriber Fees – Discussion:

County Administrator Burnham expressed to the Committee that both the USER and SUBSCRIBER ARMER agreements expire at the end of 2024, so the Board of Commissioners need to meet with USERS and SUBSCRIBERS to create a new contract. **The Committee recommended meeting no-later than March 1st 2024.**

ARPA – Laser Measuring Tools – County Assessor:

The Committee recommended funding County Assessor Moeller's request for 7 laser measuring tools from the currently unallocated 2023 CIP funds.

Lake Center for Youth and Family – Public Safety Aid:

The Committee recommended funding County Attorney Reiter's request for an additional

$10,000 to the LC4YF from the County Public Safety Fund allocation.

Citizen's Forum Timing:

The Committee discussed adjusting the timing of Citizen's Forum in the County Business Meetings. The Committee recommended NO CHANGE at this time.

Overstay Stay/Hotel Policy:

The Committee discussed changing the current Overnight Stay/Hotel Policy to better reflect the current rates of hotels. **The Committee recommended changing the policy from the GSA rates to 'up to $200 per night.'**

Employee Recognition Policy:

County Outreach and Initiative Coordinator Malchow discussed the development of the County Employee Recognition Policy with the Committee. **The Committee recommended approval of the policy and using the County vending machine funds to pay for the policy.**

Attachment:

- December 13th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the November 8th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the December 13th Budget and Finance Report."

And

"Move to approve the rate established by Department of Revenue for the delinquent tax rate."

And

"Move to approve funding County Assessor Moeller's request for 7 laser measuring tools from the currently unallocated 2023 CIP funds."

And

"Move to approve an additional $10,000 to the LC4YF from the County Public Safety Fund allocation."

And

"move to approve changing the Overnight Stay/Hotel Stay policy from using the current GSA rates to 'up to $200 per night.'

And

"Move to approve the Employee Recognition Policy and allocate the County Vending

Machine income to fund the program."
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 _____

BUDGET & FINANCE COMMITTEE/WORKSHOP AGENDA

Wednesday, December 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. 2024 Legislative Priorities

III. 2024 Fee Schedule

IV. ARMER User and Subscriber Fees – Discussion

V. ARPA – Laser Measuring Tools – County Assessor

VI. Lake Center for Youth and Family – Public Safety Aid

VII. December 20, 2023 Board of Commissioner Items
   a. Setting Date and Time of Annual Meeting
   b. 2024 Salary and Compensation Amounts

   2024 Organizational Meeting Items

VIII. Citizens Forum Timing
IX. Overnight Stay/Hotel Policy
X. Meal/Mileage Reimbursement
XI. Recognition Program/Policy

   Other?

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 11/30/2023
92% OF YEAR COMPLETE

	2023 Budget As Amended	As of 11/30/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200	187,395	116%	Per Diems/Mileage Larkin Hoffman
District Court	212,500	171,570	81%	
Law Library	161,092	36,224	22%	*Restricted*
County Administrator	71,800	104,005	145%	Conferences & Training Mileage Benefit Mgmt Fees
Auditor-Treasurer	28,110	16,160	57%	TNT Notices - $8,000 in Dec
Audit	100,000	13,364	13%	Pending invoice from State
Assessor	39,400	33,456	85%	
Enterprise Services	3,903,842	3,342,823	86%	
Central Services	113,589	73,827	65%	
Elections	202,725	63,906	32%	Budget includes carryover
County Attorney	71,450	73,978	104%	Publications & Brochures
County Attorney Forfeiture	29,417	91	0%	*Restricted*
Recorder	16,950	13,073	77%	
Recorder Compliance/Technology	2,270,318	108,408	5%	*Restricted* Pending budget adjustment for Honeywell
Maintenance	1,005,378	1,052,041	105%	Phase II ($311,973)
Planning & Zoning	261,500	185,082	71%	
General Government	2,489,563	5,143,548	207%	ARPA (Budget adjusted at YE) - ($2.9M) Longevity Bonuses ($534k) Retiree Payouts ($246k) Worker's Comp/General Ins pymts
Contingency	109,747	2,851	3%	
Sheriff	1,001,663	914,482	91%	
Sheriff Forfeitures	35,320	17,764	50%	*Restricted*
Boat & Water	-	-		*Restricted*
Sheriff's Reserve	10,903	5,205	48%	*Restricted*
Snowmobile Safety	-	-		*Restricted*
Sheriff's Contingency	4,828	-		*Restricted*
Gun Permits	181,846	21,371	12%	*Restricted*
Project Lifesaver	5,121	-		*Restricted*
Public Safety Grants	114,453	123,820	108%	*Restricted*
Coroner	153,159	147,439	96%	
County Jail	742,150	522,907	70%	
Jail Canteen	136,391	62,196	46%	*Restricted*
Probation & Parole	138,106	126,491	92%	
Emergency Management	44,580	32,708	73%	
E-911	371,715	-		*Restricted*
Controlled Substances - Share of Fines	3,730	-		*Restricted*
Historical Society	35,210	30,210	86%	
Regional Library	748,331	748,331	100%	
Parks	131,000	104,403	80%	
County Agricultural Society	16,000	16,000	100%	
County Extension Services	138,700	115,020	83%	
Soil & Water	150,000	150,000	100%	
Water Quality Grant	359,089	27,187	8%	*Restricted*
Sewer Grants	43,344	500	1%	*Restricted*
Wetland Grant	5,000	5,000	100%	*Restricted*
Watercraft Inspection	141,731	12,669	9%	*Restricted*
Economic Development	70,000	34,311	49%	Tax Abatements
TOTAL GENERAL FUND	***$ 16,030,951***	***$ 13,839,816***	***86%***	
ROAD AND BRIDGE FUND				
Surveyor	20,788	16,095	77%	
Highway Administration	38,500	31,720	82%	
Highway Engineering	2,646,450	1,351,657	51%	
Highway Construction	12,000,000	12,087,756	101%	
Highway Maintenance	2,739,300	1,934,632	71%	
Equipment Maintenance/Shop	898,700	976,877	109%	Equipment repairs; Gas and Oil Vehicle purchase has matching revenue
Traffic Operations	391,500	226,909	58%	
TOTAL ROAD AND BRIDGE FUND	***$ 18,735,238***	***$ 16,625,646***	***89%***	

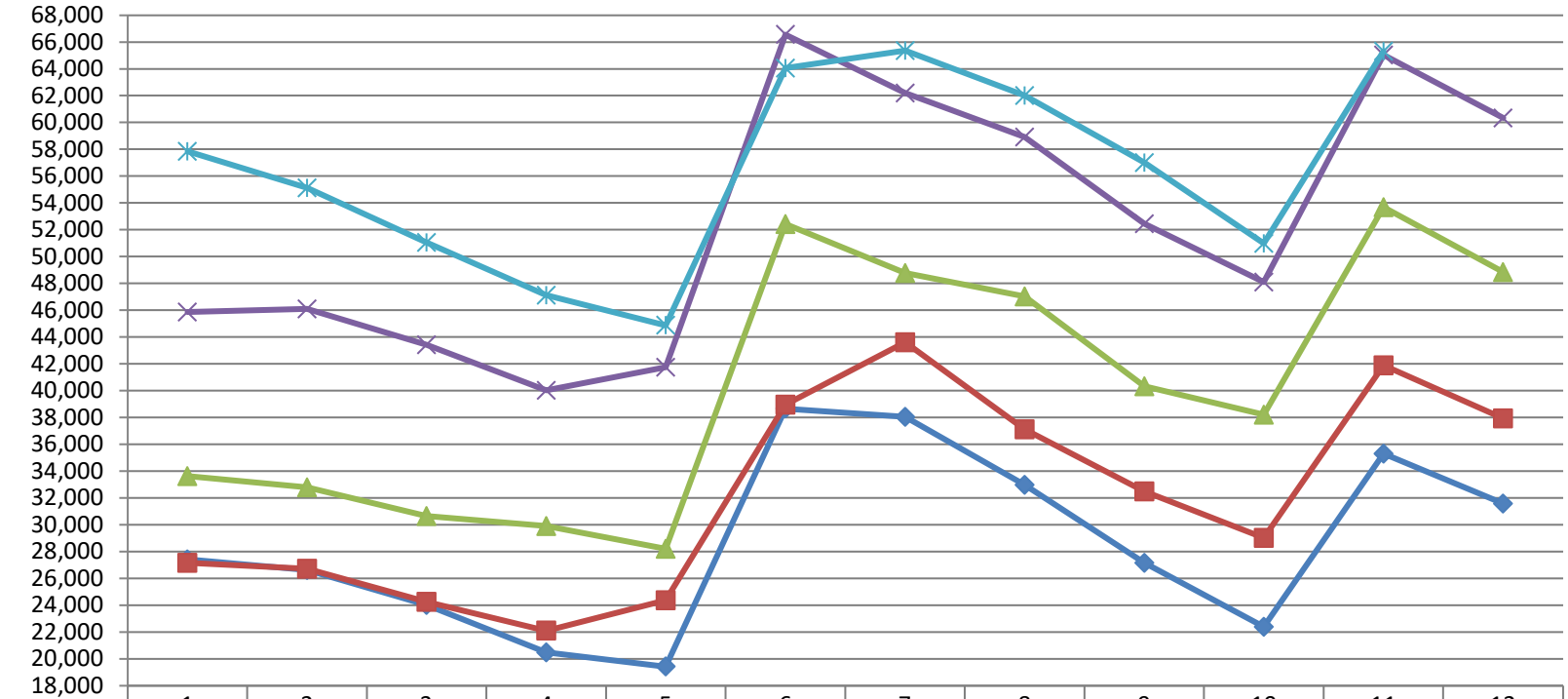
OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 11/30/2023
92% OF YEAR COMPLETE

	2023 Budget As Amended	As of 11/30/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150	28,383	76%	
Income Maintenance	868,800	771,417	89%	
Social Services	3,918,493	2,978,015	76%	
Public Health Nursing	343,470	236,696	69%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,167,913***	***$ 4,014,511***	***78%***	
BUILDING FUND				
General Government	657,012	603,439	92%	Honeywell lease payment 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	93,220	49%	
Enterprise Servcies	1,021,199	619,317	61%	
HHS	80,000	-	0%	
Maintenance	288,972	165,867	57%	
Other General Government *(Unallocated)*	17,653	-	0%	
Sheriff	627,179	425,473	68%	
Highway	968,530	374,625	39%	
Parks	357,824	148,008	41%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,816,907***	***$ 1,834,550***	***48%***	
SOLID WASTE FUND				
Score Grant Fund	263,250	105,965	40%	
HHW Operations	721,250	236,796	33%	Has year end transfer
TOTAL SOLID WASTE FUND	***$ 984,500***	***$ 342,761***	***35%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802	823,719	59%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802***	***$ 823,719***	***59%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	235,650	122,057	52%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 235,650***	***$ 122,057***	***52%***	
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	992,628	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***	***$ 4,392,806***	***93%***	
TOTAL ALL FUNDS	***$ 51,740,215***	***$ 42,599,305***	***82%***	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 11/30/2023
92% OF YEAR COMPLETE

	2023 Budget	As of 11/30/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	$ 224,952	$ 200,141	89%	
County Administrator	710,811	664,152	93%	
Auditor-Treasurer	755,366	678,969	90%	
Assessor	890,015	820,712	92%	
Enterprise Services	1,995,626	1,788,030	90%	
County Attorney	2,147,207	2,005,981	93%	
Recorder	394,525	313,893	80%	
Maintenance	609,626	515,731	85%	
Planning & Zoning	930,468	863,604	93%	
Sheriff	6,798,558	6,120,939	90%	
Public Safety Grants	21,180	-	0%	Wages transferred at year end
County Jail	3,684,060	3,483,433	95%	
Probation & Parole	1,128,769	1,018,702	90%	
Emergency Management	112,864	106,992	95%	
Parks	379,994	329,716	87%	
Water Quality Grant	105,931	116,685	110%	
Wetland Grant	105,443	95,442	91%	
Watercraft Inspection	212,401	152,761	72%	Seasonal
Non-Levy Departments	669,214	494,210	74%	
TOTAL GENERAL FUND	***$ 21,877,010***	***$ 19,770,093***	***90%***	
ROAD AND BRIDGE FUND				
Surveyor	$ 156,712	$ 140,152	89%	
Highway Administration	360,716	323,164	90%	
Highway Engineering	997,380	905,455	91%	
Highway Maintenance	1,679,032	1,569,823	93%	
Equipment Maintenance/Shop	485,665	484,683	100%	
Traffic Operations	212,630	138,461	65%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135***	***$ 3,561,738***	***92%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	$ 249,951	$ 183,897	74%	
Income Maintenance	2,970,611	2,568,321	86%	
Social Services	6,644,566	6,051,671	91%	
Public Health Nursing	1,766,878	1,488,653	84%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006***	***$ 10,292,542***	***88%***	
SOLID WASTE FUND				
Score Grant Fund	$ 55,045	$ 51,668	94%	
HHW Operations	159,004	151,648	95%	
TOTAL SOLID WASTE FUND	***$ 214,049***	***$ 203,316***	***95%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	$ 141,520	$ 164,069	116%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520***	***$ 164,069***	***116%***	
TOTAL ALL FUNDS	***$ 37,756,720***	***$ 33,991,758***	***90%***	

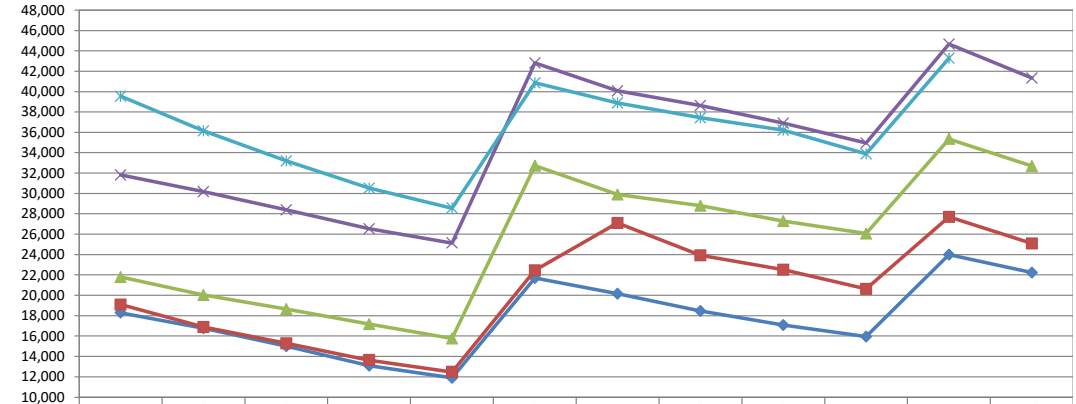
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



	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	57,003	50,987	65,315	

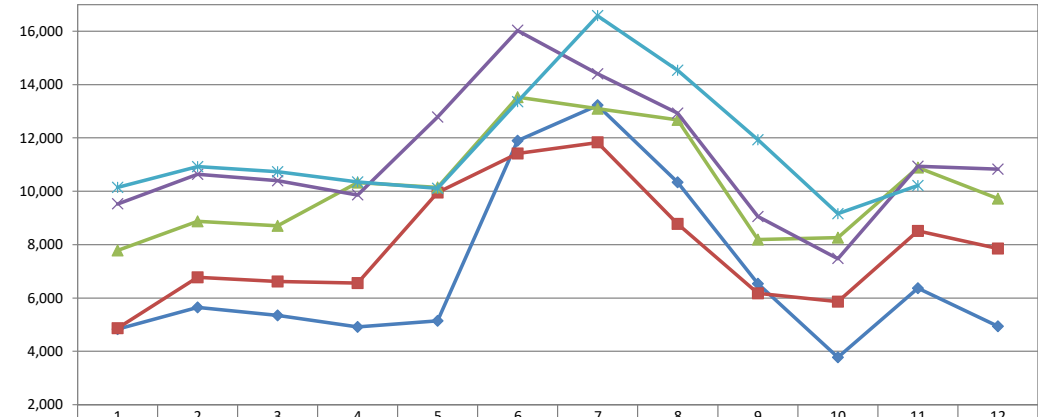
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2019-2023



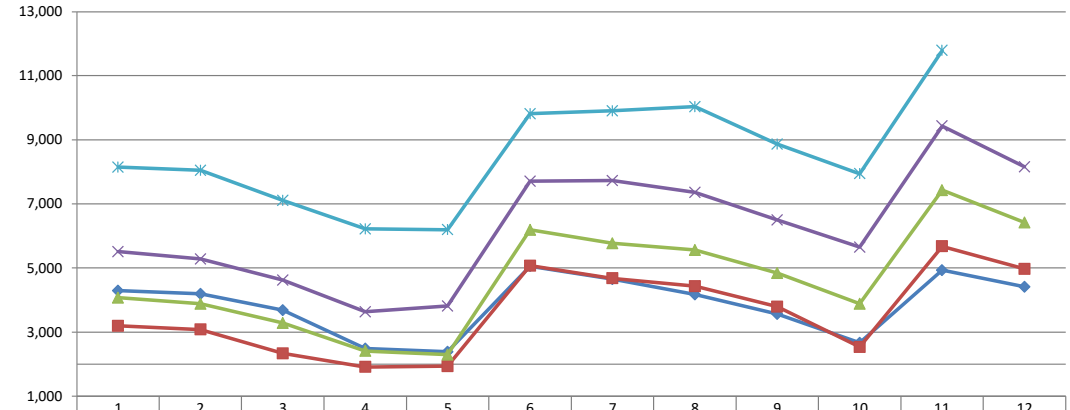
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	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	36,201	33,879	43,300	

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	11,938	9,164	10,223	

Health & Human Services: Cash Fund Balance by Month 2019-2023



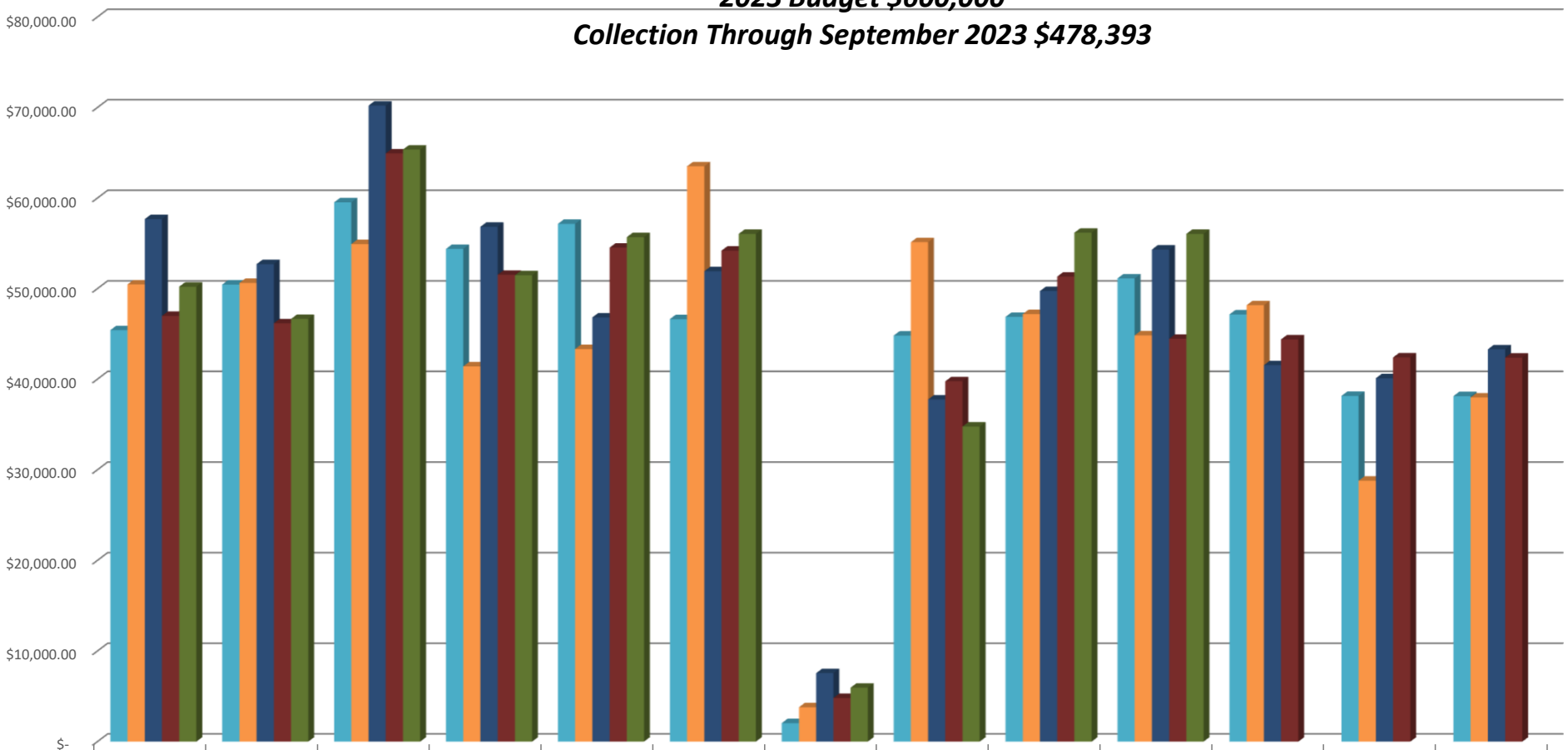
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	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	8,864	7,944	11,792	

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through September 2023 $478,393



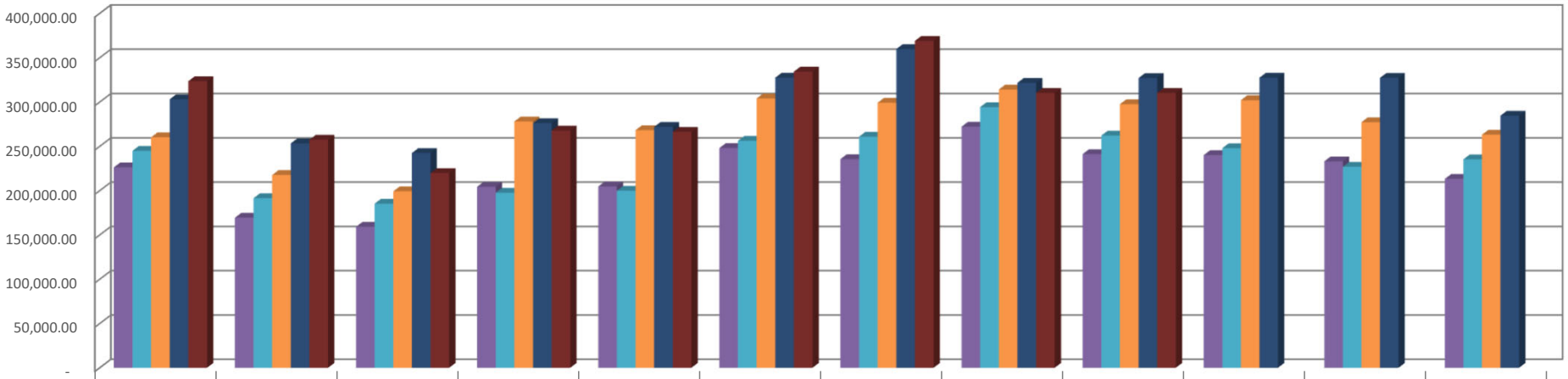
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$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	$34,774.87	$56,178.32	$56,045.62			

Sales Tax

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through September 2023 $2,658,724



	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	369,019.20	310,302.57	310,304.60			

2023 Capital Improvement Plan
Budget to Actual
As of November 30, 2023

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	**N/A**	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
NB Library - Office blinds replacement	**2023 ADD**	UNALLOCATED	3,240	(2,540)	700
Management Training	**2023 ADD**	UNALLOCATED	5,500	(5,500)	-
NACO	**2023 ADD**	UNALLOCATED	1,000	-	1,000
Total Carryover from 2022			**34,740**	**(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	(31,919)	27,081
Total Carryover from 2022			**80,000**	**(52,919)**	**27,081**
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**	**$ (93,219)**	**$ 96,661**

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	(48,181)	1,819
Cameras at PSC	**ENTS-0184**	CARRYOVER	37,272	(35,528)	1,744
Total Carryover from 2022			**104,772**	**(83,709)**	**21,063**
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	(43,357)	56,643
Public Works Cellular Service	**2023 ADD**	UNALLOCATED	29,480	(29,480)	-
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	UNALLOCATED	31,720	-	31,720
Total 2023 CIP Budget			**184,200**	**(82,159)**	**70,321**
Grand Total			**$ 288,972**	**$ (165,868)**	**$ 91,384**

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	(309,639)	63,287
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	(42,363)	4,387
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**	**(425,474)**	**71,691**
Grand Total			**$ 627,179**	**$ (381,663)**	**$ 245,516**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	**N/A**	REVENUE	-	69,350	69,350
Total Revenue			**-**	**69,350**	**69,350**
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	(22,730)	27,270
Total 2023 CIP Budget			**544,000**	**(96,730)**	**447,270**
Grand Total			**$ 968,530**	**$ (374,624)**	**$ 663,256**

2023 Capital Improvement Plan
Budget to Actual
As of November 30, 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**	**(40,279)**	**209,545**
Ki-Chi-Saga Playground Swing	**ENVS-0114**	2023 CIP BUDGET	15,000	(14,977)	23
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	40,748	(40,500)	248
Total 2023 CIP Budget			**108,000**	**(107,729)**	**271**
Grand Total			**$ 357,824**	**(148,008)**	**$ 209,816**

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	(7,013)	(838)
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	(3,261)	(61)
OpenGov	**2023 ADD**	UNALLOCATED	28,163	(28,163)	-
Total 2023 CIP Budget			**855,549**	**(602,067)**	**253,482**
Grand Total			**$ 1,021,199**	**$ (619,317)**	**$ 401,882**

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)		
OpenGov	Allocated at 09/13/23 meeting	TO TECHNOLOGY	(28,163)		
Ceiling Tile Overage (APRA-0062 ENTS)	Allocated at 09/13/23 meeting	TO MAINTENANCE	(31,720)		
2024 CIP	Allocated at 09/13/23 meeting	TO 2024	(21,045)		
Total			**$ 17,653**	**$ -**	**$ 17,653**

ARMER	**$ 230,930**	-	**$ 230,930**
TOTAL ALL DEPARTMENTS	**$ 3,816,907**	**$ (1,834,550)**	**$ 2,019,987**

ARPA Expenses
Budget to Actual
As of November 30, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 692,781	$ (44,455)	$ (330,110)	$ 318,216
ARPA-0335 ADM	Broadband	1,483,688	(79,960)	(638,026)	765,702
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	89,860	-	-	89,860
2023 ADD	Management Training - 2024	10,000	-	-	10,000
2023 ADD	Legal Counsel	30,000	-	-	30,000
2023 ADD	Replace HVAC at Arrowhead Transit Building	26,012	-	-	26,012
2023 ADD	Replace HVAC at Historical Society	28,000	-	-	28,000
		$ 3,106,416	**$ (771,794)**	**$ (968,136)**	**$ 1,366,486**

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)	(26,825)	75,618
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(22,485)	13,338
2023 ADD	LENS Update	40,600	-	-	40,600
		$ 318,384	**$ (139,518)**	**$ (49,310)**	**$ 129,556**

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**	**$ -**	**$ (2,750)**	**$ 57,250**

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	$ -	$ (48,024)	$ 26,976
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	-	(64,648)	352
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	-	(182,005)	1,901,295
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000			
ARPA-0394 ENTS	Replace Camera Security System	100,000			
2023 ADD	Phase II County Scanning Project	5,500	-	-	5,500
		$ 3,718,752	**$ (4,557)**	**$ (810,988)**	**$ 2,903,207**

ARPA Expenses
Budget to Actual
As of November 30, 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	$ -	$ (106,523)	$ (1,023)
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	-	(47,584)	138,021
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	(45,717)	204,283
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(4,815)	116,385
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	-	(7,873)	(107)
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	-	(783)	24,730
2023 ADD	Ki Chi Saga Septic System	21,000	-	(2,196)	18,804
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
2023 ADD	HHW Cold Storage	281,000	-	-	281,000
		$ 1,316,084	**$ -**	**$ (215,491)**	**$ 1,100,593**

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	$ -	$ (44,448)	$ 66,671
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)	-	-
2023 ADD	Concrete Repairs	54,300	-	(3,300)	51,000
2023 ADD	Standby Generator	27,081	-	-	-
		$ 1,018,430	**$ (825,930)**	**$ (47,748)**	**$ 144,752**

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)	$ (139,070)	$ 0
2023 ADD	Harris Building Improvements - Phase II	900,000	-	(688,449)	211,551
		$ 1,048,300	**$ (9,230)**	**$ (827,519)**	**$ 211,551**

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
2023 ADD	School Safety	40,000	-	-	40,000
		$ 100,061	**$ -**	**$ (5,492)**	**$ 94,569**
	TOTALS	**$ 10,989,807**	**$ (1,774,381)**	**$ (2,927,435)**	**$ 6,287,992**

2024 Legislative Priorities

The Chisago County Board of Commissioners collaborates with the State to advance local, regional, and state goals that benefit the safety and wellbeing of the public.

The 2024 Legislature will convene on February 12, 2024.

Brief DRAFT County Administrator Legislative Priorities

- **Full funding of state mandated services to protect against the shift of state costs to the county property taxpayers.**
- **Enhance funding for adult and adolescent mental health services and facilities per MICA, AMC and MACSSA priorities.**
- **Increase County Program Aid.**
- **Replenish State Transportation Funding to Counties.**
- **Promote Child Care Availability to Benefit Local Families and Economies.**

The County Board (or Individual Commissioners) currently have determined the following items are the top county priorities in the 2024 legislative session.

Attachments:

- **City of North Branch I-35 and 400th Street Interchange Project (*Information*)**
- **TH8/CSAH 21 Roundabout**

TH8/CSAH 21 Roundabout

The County would be able to use $3.5M in trunk highway bond funding.

As far as traffic data goes, Mndot has:

- TH 8 = 7089
- CSAH 21 north = 1331
- CSAH 21 south = 677

CITY OF NORTH BRANCH

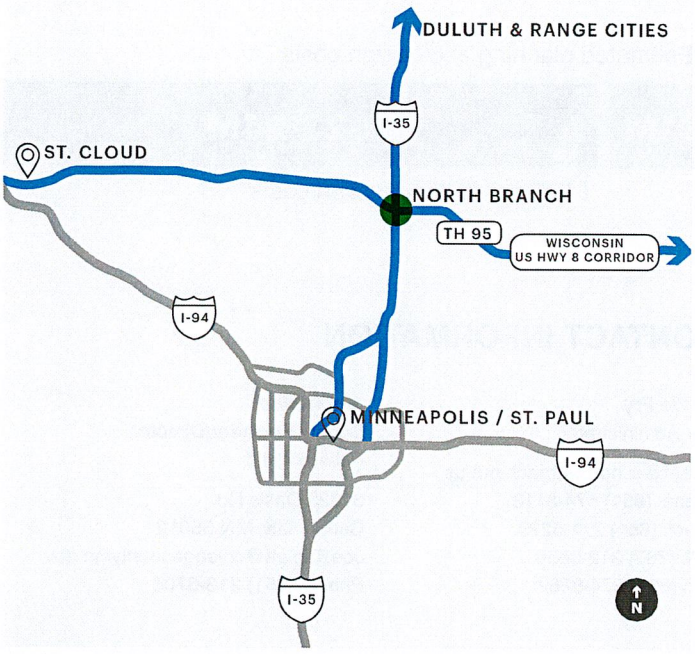
I-35 AND 400TH STREET INTERCHANGE PROJECT

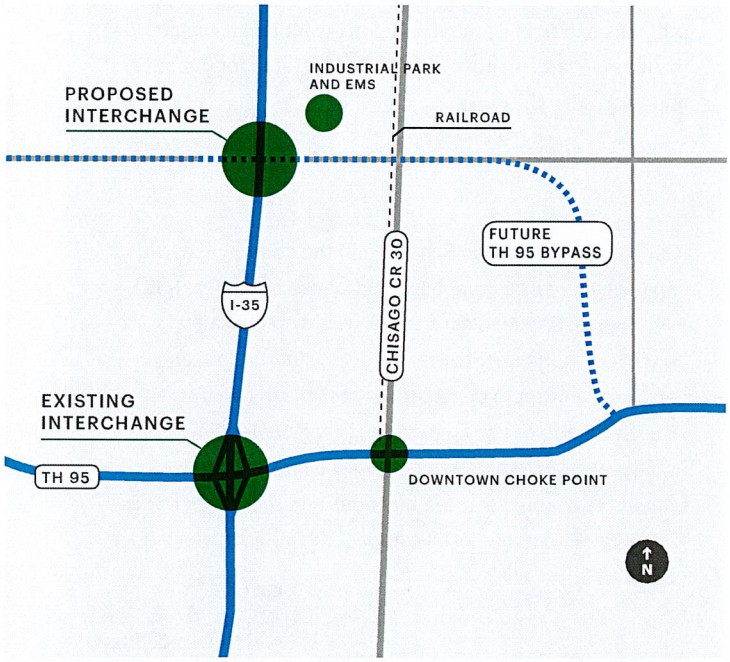
CURRENT FUNDING REQUEST: $4.0M
ESTIMATED CONSTRUCTION COST: $23-24M

PROJECT INFORMATION

The City of North Branch is partnering with Chisago County and the Minnesota Department of Transportation (MnDOT) for a new interchange at I-35 and 400th St. The completed project will provide vital access to I-35, north of the TH 95 access in North Branch, will improve emergency response times and will increase safety in the area.

- Currently, Highway 95 provides the only access to I-35 and the ability to cross the freeway for miles.
- Highway 95 is heavily traveled and experiences extreme congestion, especially on weekends as it serves as a main connection to many weekend vacation destinations.
- Public safety responders have an extremely difficult time accessing I-35 during times of peak congestion, significantly impacting response times.
- There are high volumes of truck traffic that pass through the Highway 95 and County Road 30 intersection, further complicating and adding to the public safety issues.





"Today, Lakes Region EMS has one option to access and cross Interstate 35, a significant artery for our service to operate. When an ambulance responds to a 911 call, seconds matter. On any given day, at any time, the current I-35 access is clogged with traffic causing measurable delays. It's not an overstatement that another access to I-35 would save lives."

Aarron Reinert
Executive Director, Lakes Region Emergency Medical Services

"The congestion around the I-35 access happens too frequently and has an impact on our ability to serve and support our community. Our police force is often called upon to relieve heavy traffic in the area, taking them away from other important responsibilities. Our volunteer firefighters must navigate traffic to reach the station, to then respond to an emergency. I'm hopeful an additional access point would clear congestion for our community."

Dan Meyer
North Branch Police Chief/
Emergency Management Director

The addition of an interchange north of the Highway 95 interchange will significantly improve public safety response for the region. It will also significantly reduce the number of trucks using the Highway 95 and County Road 30 intersection to access I-35. The interchange will also reduce congestion in the North Branch downtown area along Highway 95 which will result in improved pedestrian/bike access and safety along the corridor.

"It's important we continue to invest in our infrastructure and stay ahead of the curve. The area is growing and the need for quick access to interstates and highways is imperative to fuel progress and development. We don't want to play catch-up in the future. Planning now will position the area for growth and improved safety."

Rick Greene
Chair - Chisago County
Board of Commissioners

"Our North Branch Area Schools and the communities we serve would realize great benefits from an additional I-35 Interchange. Reduced congestion would create safety benefits for our students, teachers and staff, on foot and in vehicles. We want to do whatever possible to avoid safety issues exacerbated by an increase in regional traffic. An additional interchange also has logistic and economic benefits as it would shorten bus rides and reduce fuel costs. I'm excited about the positive impact this project would have on the area."

Sara Paul
Superintendent - North
Branch Area Public Schools

The City of North Branch and their agency partners believe the addition of the interchange will result in valuable and necessary safety, economic and traffic improvements. To continue this project, the team is respectfully requesting $4M in vital funding to bring the project to a shovel ready state.

PROJECT READINESS

- An interchange concept was completed in 2019 and developed parameters for reserving right of way and ensuring public utility placement would not be in conflict with the new interchange.
- The City of North Branch owns or has control on 3 of the 4 interchange quadrants,
- Limited right of way acquisition is needed in the 4th quadrant.
- All nearby development activity is reviewed and conditioned to have no impacts on this future interchange.

PROJECT COST

Estimated planning and design costs

$4M

$23-24M

Estimated construction costs

CONTACT INFORMATION

Renae Fry
City Administrator

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Cell: (763) 312-0856
Fax: (651) 674-8262

Joe Triplett
County Engineer/Director
Public Works

31325 Oasis Rd
Center City, MN 55012
Joe.Triplett@chisagocountymn.gov
Phone: (651) 213-8708

For more information, visit:

http://www.ci.north-branch.mn.us/departments/city_engineer/400th_st_and_i35_interchange_project.php

2016-2021

Summary | Details | Export | Map

Summary:

306 Total Crashes found
592 Total Vehicles involved
222 Crashes resulting in property damage

Injury Details:

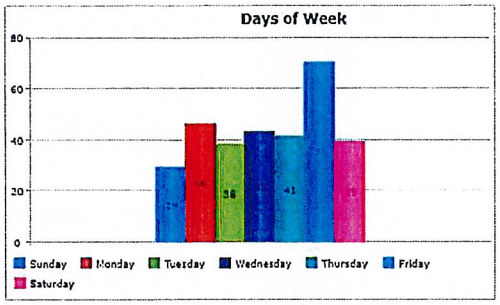
84 Crashes resulting in injury
122 Total injuries reported

Person Injury Details:

3 Total Suspected Serious Injuries
46 Total Suspected Minor Injuries
73 Total Possible Injuries
661 Total No Apparent Injuries

Fatality Details:

0 Crashes resulting in fatality
0 Total fatalities reported



Select Chart: Days of Week

*Please note: Crash reports are continually being submitted to the database from which these results were calculated. Therefore, these results may continue to change depending on the search criteria used.





Please note: Crash reports are continually being submitted to the database from which these results were calculated. Therefore, these results may continue to change depending on the search criteria used.

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CITY OF NORTH BRANCH EST. 1881

Renae Fry <renaef@ci.north-branch.mn.us>

I-35/TH 95 Interchange Area Traffic Counts

1 message

Jeff Pearson <JPearson@wsbeng.com> Tue, Mar 7, 2023 at 9:02 AM
To: Renae Fry <renaef@ci.north-branch.mn.us>

Here are counts on and around the existing I-35 Interchange starting in 2015. 2021 did see a reduction across the MnDOT system as a whole due to Covid impacts so I included them but with an asterisk.

TH 95 west of I-35:

22,227 (2021)*

22,400 (2017)

20,900 (2015)

TH 95 east I-35:

20,467 (2021)*

22,500 (2017)

21,600 (2015)

I-35 SB Off-ramp:

2,722 (2021)*

2,400 (2019)

I-35 SB On-ramp:

5,170 (2021)*

6,000 (2019)

I-35 NB Off-ramp:

5,228 (2021)*

6,200 (2019)

I-35 NB On-ramp:

2,464 (2021)*

2,600 (2019)

I-35 Mainline:

37,500 (2017)

35,500 (2015)

MnDOT Traffic Application Site:

https://www.dot.state.mn.us/traffic/data/tma.html

Jeff Pearson
Sr. Project Manager
612.232.6382 (o)
WSB | wsbeng.com



For a list of WSB employee licenses and certifications visit here.

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NORTH BRANCH
400TH ST. AND I-35 INTERCHANGE
BOND LAYOUT

CITY OF NORTH BRANCH EST. 1881

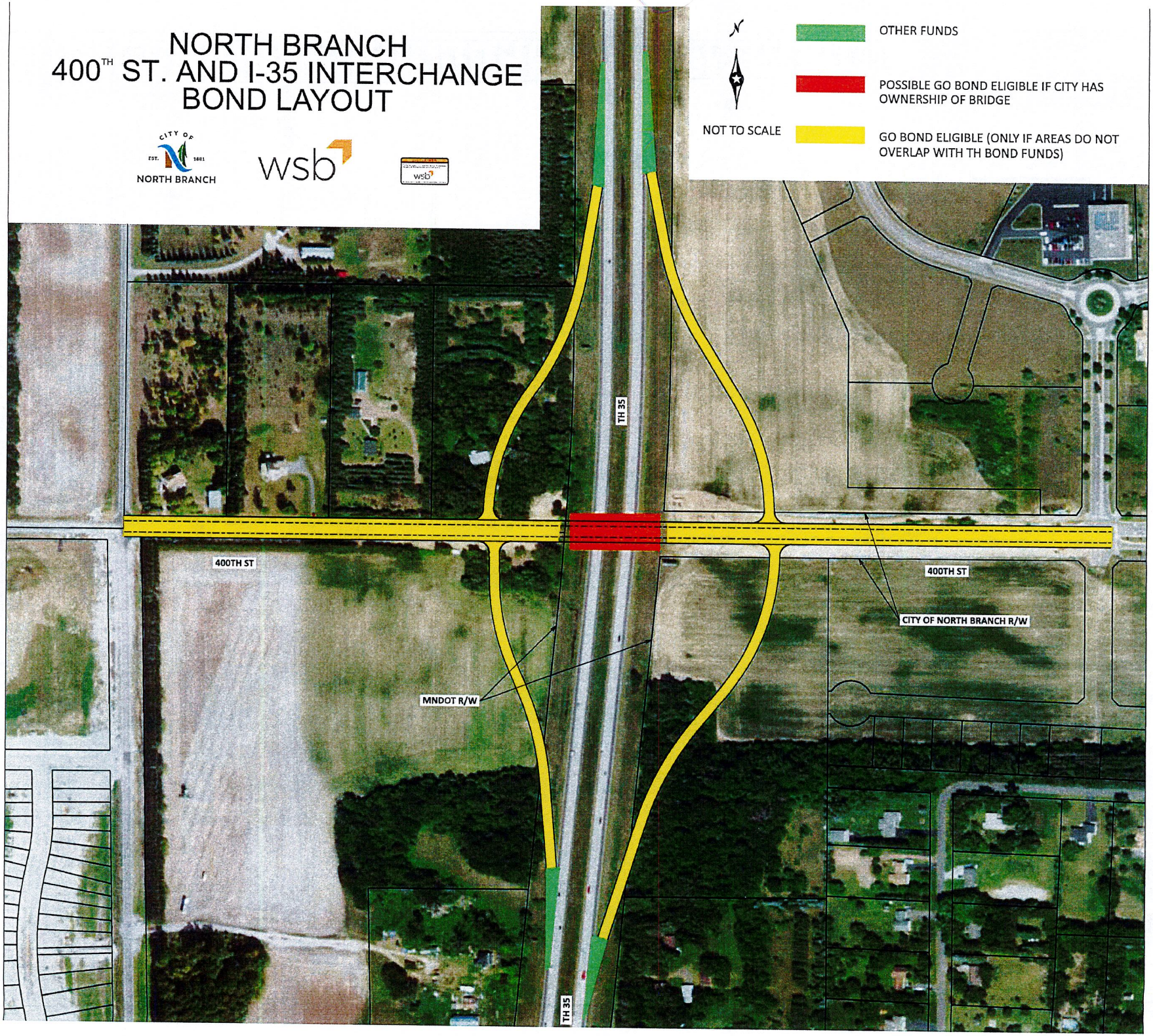
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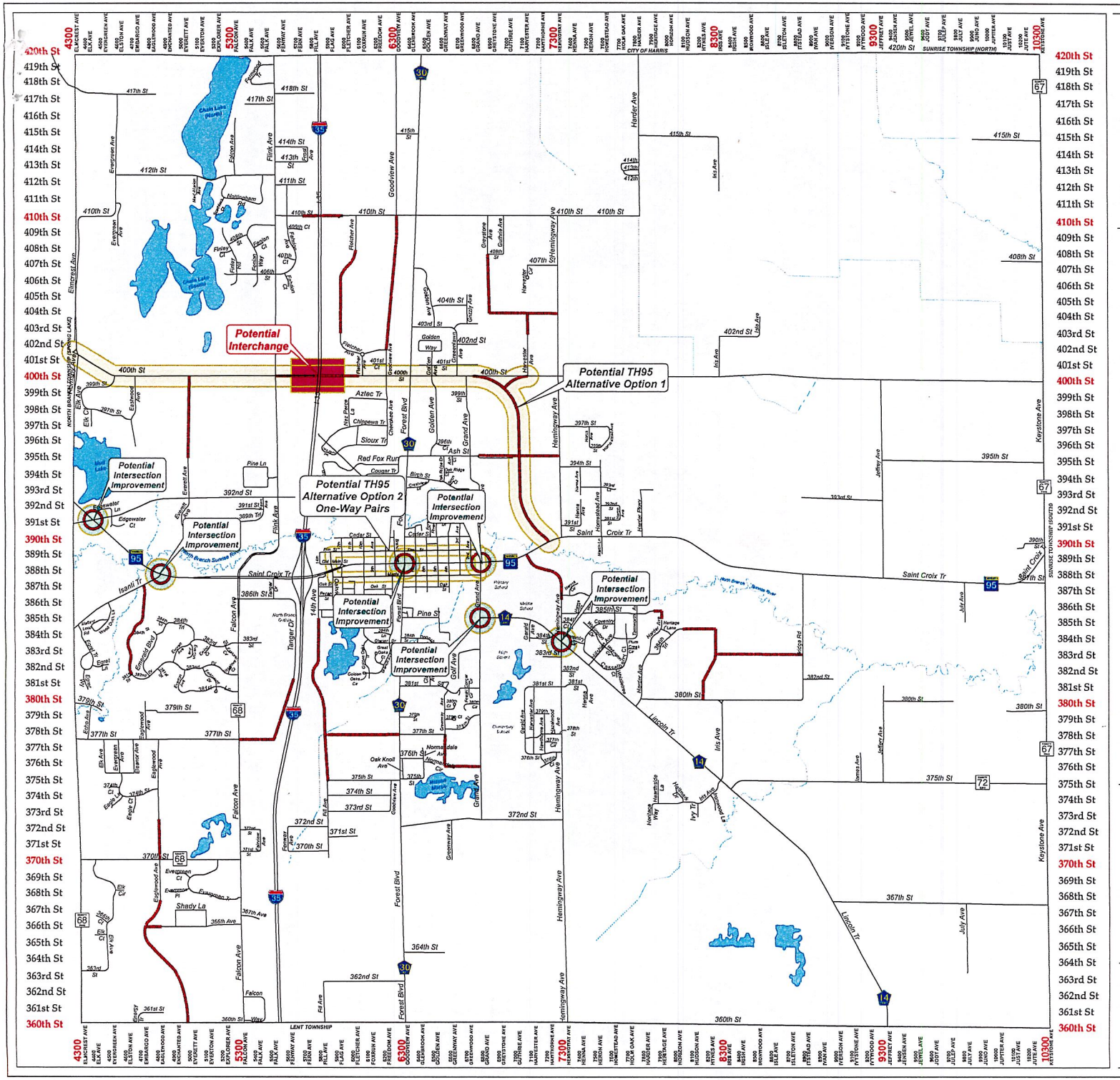
NOT TO SCALE

OTHER FUNDS

POSSIBLE GO BOND ELIGIBLE IF CITY HAS OWNERSHIP OF BRIDGE

GO BOND ELIGIBLE (ONLY IF AREAS DO NOT OVERLAP WITH TH BOND FUNDS)




Potential Interchange
Potential TH95 Alternative Option 1
Potential TH95 Alternative Option 2 One-Way Pairs
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement
Chain Lake (North)
Chain Lake (South)
Mud Lake
North Branch Sunrise River
Saint Croix Tr
Forest Blvd
Hemingway Ave
Harder Ave
Keystone Ave
Falcon Ave
Golden Ave
Grand Ave
Flink Ave
Elmcrest Ave
Evergreen Ave
Iris Ave
Jeffrey Ave
Lincoln Tr
July Ave
Pine St
Ash St
Cedar St
Oak St
Maple St
Birch St
Lake Rd
Meadow Rd
Ridge Rd
Hills Rd
Creek Rd
Valley Rd
Park Rd
Shady La
Nottingham Rd
Pine Ln
Aztec Tr
Chippewa Tr
Sioux Tr
Red Fox Run
Cougar Tr
Eagle Ct
Eagle Ln
Eagle Trl
Eagle Ridge Dr
Emerald Blvd
Emerald Ct
Emerald Ln
Emerald Trl
Evergreen Ct
Evergreen Pl
Evergreen Trl
Elk Ct
Elk Cir
Elk Ave
Elkwood Ave
Englewood Ave
Finley Ct
Finley Rd
Finley Trl
Fenton Way
Fenton Ct
Fenton Trl
Fletcher Ct
Fletcher Ave
Golden Way
Golden Ct
Golden Trl
Greenfield Ave
Greystone Ave
Guthrie Ave
Harvester Ct
Harvester Ave
Hemingway Ct
Hemingway Trl
Hemingway Ln
Hemingway Pl
Hemingway Cir
Hemingway Way
Hemingway Ter
Hemingway Ave
Heritage Lane
Heritage Ln
Heritage Trl
Heritage Ct
Heritage Cir
Heritage Pl
Heritage Way
Heritage Ter
Heritage Ave
Hidden Ln
Hidden Trl
Hidden Ct
Hidden Cir
Hidden Pl
Hidden Way
Hidden Ter
Hidden Ave
Hills Rd
Hollow Ln
Hollow Trl
Hollow Ct
Hollow Cir
Hollow Pl
Hollow Way
Hollow Ter
Hollow Ave
Homestead Ave
Homestead Ln
Homestead Trl
Homestead Ct
Homestead Cir
Homestead Pl
Homestead Way
Homestead Ter
Homestead Ave
Ivy Ln
Ivy Trl
Ivy Ct
Ivy Cir
Ivy Pl
Ivy Way
Ivy Ter
Ivy Ave
Jewel Ln
Jewel Trl
Jewel Ct
Jewel Cir
Jewel Pl
Jewel Way
Jewel Ter
Jewel Ave
Jupiter Ln
Jupiter Trl
Jupiter Ct
Jupiter Cir
Jupiter Pl
Jupiter Way
Jupiter Ter
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Just Ln
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2024 Fee Schedule

The annual Chisago County Fee Schedule lists the fees for services charged by Chisago County Department. As required by Minn. Stat. Section 373.41, these service fees, charges and rates are established by ordinance.

Chisago County provides a wide range of services to its residents. User fees have been established:

- to control expenditures,
- distribute costs equitably, and
- recoup some of the expense to provide these services.

Since many of the services provided by the county have a level of public benefit included in them, the full price to deliver many services will not be charged to the user. When a single user can be identified as the sole benefactor of a government service, the full cost of that service will be charged.

If the Chisago County Budget and Finance Committee wishes to change the Fee Schedule for 2024. The following Public Hearing notice will need be published for atleast 10 days:

Notice of Intent to Implement and Modify Fee Schedule for County Services

Pursuant to Minnesota Statutes, Chapter 373, notice is hereby given by the Chisago County Board of Commissioners of the intent to implement or modify various department charges for services effective January 2, 2024.

The proposed charges for services will be considered at a public hearing conducted by the Chisago County Board of Commissioners at ____:00 am or shortly thereafter on Tuesday, January 2, 2024 in the County Board Room of the Chisago County Government Center in Center City, Minnesota. The Chisago County Board of Commissioners may raise or decrease these fees at the said hearing.

Information on proposed charges for services is on file in the Chisago County Auditor's Office Chisago County Government Center in Center City, Minnesota. If you have any questions in regard to the above, please contact Chase Burnham, County Administrator, Chisago County Auditor's Office, (651) 213-8877, or email Chase.Burnham@chisagocountymn.gov.

Attachments:

- DRAFT 2024 Fee Schedule
- Election Services Costs

Chisago County Fee Schedule
January 1, 2023

COUNTYWIDE FEES	FEE
Credit Card Payments eChecks	Note: A 2.5% ($2.00 minimum) fee will be assessed when paying with credit/debit card or a $1.50 fee will be assessed for eChecks up to $10,000.

ASSESSOR	FEE
Not Applicable	Majority of our information is available online.

AUDITOR-TREASURER	FEE
Auctioneer License	$20.00
Bond Certificate	$200.00
Confession of Judgment • Setup Fee – 1st COJ • Setup Fee – 2nd COJ	 $100.00 per parcel $200.00 per parcel
Deed Tax	Sale Price X 0.0033
Delinquent Tax Fee (1st year)	$25.00
Delinquent Tax Certification – Parcel Specific	$10.00 per parcel
Delinquent Tax List	$50.00
Elections - Candidate Filings • County • Soil & Water • Federal and State	 $50.00 $20.00 Per State Statute
Elections – ~~Odd Year & Special Elections~~ All Non-State Elections • Cost of programing equipment, supplies and ballot printing • Cost of absentee voting administration	Actual Cost
Fireworks Permit	$50.00
Gravel Tax Administrative Fee	5% of tax collected (MS 298.75, subd. 7b)
Gravel Tax – Late Penalty	$5.00 per day beginning the 15th day after the last day of each calendar quarter for the first 30 days; increases to $10.00 per day thereafter (MS 298.75, subd. 5)
Green Acres Payback Calculation • General – response withing 5 business days	 $50.00 per parcel

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• If property split is involved • Expedited fee if needed sooner than 5 business days	$100.00 per parcel $50.00 per parcel
License Renewal – Late Fee – All Licenses	$100.00 per license
Liquor Licenses • Off-Sale 3.2% Malt Liquor** • On-Sale 3.2% Malt Liquor** • Off & On-Sale 3.2 Malt Liquor** • Off-Sale Intoxicating Liquor • On-Sale Intoxicating Liquor • Temporary 1-4 Day On-Sale Intoxicating Liquor • Wine • Wine & 3.2% Malt Liquor (Strong Beer) • Sunday Liquor ~~• 2 a.m. Liquor~~ ~~• Consumption and Display~~ • New License Investigation Fee – In-State • New License Investigation Fee – Out of State ** ½ of license fee is paid to township	 • $50.00 • $150.00 • $225.00 • $200.00 • $2,000.00 • $350.00 per event • $600.00 • $750.00 • $200.00 ~~• State Fee~~ ~~• County $300.00; State $250.00~~ • $200.00 • Actual Cost
Mortgage Registration	Mortgage Amount X 0.0023
Non-Sufficient Funds	$30.00
Notice of Expiration of Redemption Publication	$100.00 per parcel
Precious Metal License	$100.00
Research Archived Tax Records	$30.00 per hour (1 hour minimum) + $5.00 per parcel, per year
Special Assessment – Correction After Posting	$50.00 per parcel
Tax Forfeit Notice and Advertising Fee	$200.00 per parcel
Tax Forfeit Sale Fee	$200.00 per parcel
Tax Forfeit Repurchase Fee	$200.00 per parcel
Tobacco License	$150.00

COUNTY ATTORNEY	FEE
Copy Charges (data requests and discovery to privately retained counsel)	$.25 per page $10 per CD

COURT ADMINISTRATION	FEE

ENTERPRISE SERVICES	FEE
Any IT or GIS Work	$75.00 / hour. Minimum billing 1 hour

Commented [BK1]: Liquor License Fees will need a public hearing to increase

Commented [CS2]: No change for County Attorney discovery charges and data requests

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ENVIRONMENTAL SERIVCES - PARKS	FEE
Checkerboard Park Shelter #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Dennis Frandsen Park Shelter #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Fish Lake Park Shelter #1 – Near Playground	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Fish Lake Park Shelter #2 – Near Lake	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #1 – Near Playground	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #2 – Near Soccer Fields	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Kost Dam Park #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Campsite #1 – South Center Lake	$15 per day
Ki-Chi-Saga Park Campsite #2 – Linn Lake	$15 per day
Checkerboard Park Dog Park	Available on a first-come, first-served basis with valid dog license. Special Use Permit event rules/fees apply.
Fish Lake County Park	$20 Season Pass or $3 daily vehicle parking fee (Friday- Sunday) Memorial Day weekend thru Labor Day
Dennis Frandsen Park Disc Golf Course	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Sunrise Prairie Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Swedish Immigrant Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.

Playgrounds	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Chisago County Parks	Available on a first-come, first-served basis. May be reserved for large special events subject to approval by Park Director. Special Use Permit event rules/fees apply.
Ki-Chi-Saga Ball Fields (1-4)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Ki-Chi-Sage Soccer Fields (1-4)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Special Use Permit – Basic/Small	$35 fee $25/Hour Maintenance Charge
Special Use Permit – Large	$300 fee & $500 Refundable Deposit
Special Park Board Meeting	$500
Concession Agreements	$35 per month in which the concessionaire is present and operating at the park
Athletic Field Tournaments	$300 fee & $500 Refundable Deposit
Adopt-A-Trail Segments	$250 per trail segment per Calander year

ENVIRONMENTAL SERIVCES - SEPTIC	**FEE**
SSTS New Residential Home	$300
SSTS New Residential 2+ Unit Community System	$300 per unit
SSTS System Compliance Inspection	$200
SSTS Tank Only or Tank Abandonment Certificate Compliance Inspection	$100
SSTS Winter Compliance Inspection	$250
SSTS New Trench	$300
SSTS Replacement Mound	$347
SSTS Tank Only or Additional Pretreatment	$150
Midsized SSTS Permit – Tank Only	$150
Midsized SSTS Permit up to 4,999 gpd	$500
Midsized SSTS Permit 5,000 – 9,999 gpd	$500 plus any associated county consultant or engineering review fees
Midsized SSTS System hookup (w/o individual tanks)	$50 per unit
SSTS Administrative Variance	$125**
Design Change – Redesign (after permit approval)	$50 (up to 1-hour review)
Design Change – Adjusted Site/Relocate	$100 (1 site visit & up to 1-hour review)

Expired SSTS Permit Renewal (1 year from issue date)	$100
SSTS Repair (lateral replacement, convert to holding tank)	$100
Perc Test Site Verification (requested prior to or without bldg. permit application)	$100
Operating Permit – Single Family Residential (pretreatment systems are for life of system)	$25 per year
Operating Permit – Commercial up to 4,999 gpd	$50 per year
Operating Permit Commercial 5,000 – 9,999 gpd	$100 per year plus any associated county consultant/engineering fees
Land Application site =/< 50 acres (5 year permit)	$150
Land Application site > 50 acres (5 year permit)	$250
Land Application site – permit renewal	$50
Municipal Sewer Hookup (Twp. properties)	$50
Re-inspection per trip charge	$50
Special On-site meeting/consult review or appeal with designer, perc tester, or applicant	$100
***Denotes Additional County Recorder Recording Fees*	

ENVIRONMENTAL SERVICES – SOLID WASTE	**FEE**
Construction/Demolition Land Disposal Facility License	$250
Haulers License	$250; plus $25 per registered municipal solid waste truck and $5 per recycling truck
Industrial Solid Waste Land Disposal Facility Lic.	$250
Recycling Facility License	$250
Solid Waste land Disposal Facility License	$250
Solid Waste Processing Facility License	$250
Transfer Station License	$250
Waste Tire Facility	$250
Yard Waste/Composting Facility	$250
Solid Waste / Recycle Hauler Bond	$5,000 bond per garbage truck $1,000 bond per roll-off truck $0 bond per recycle truck
Problem Materials Facility (tires, appliances, e-waste)	$25,000 bond per Recycling Facility TBD Other Facilities
Solid Waste License Investigation -greater than two site investigation inspections per license period	$50 per additional site inspection
Commercial Solid Waste & Recycling Assessment -1st site inspection/consultation	$0

-additional assessment, visits, or reports	$50 per hour
Business Household Hazardous Waste	Minimal Generators only, market rate, call for current market price list.
*Solid Waste License authorization pursuant to MN State Statue 115A.93 Licensing; Solid Waste Collection, and the Chisago County Solid Waste Ordinance Article VI Facility Requirements, Section 1.0 Facility Licenses Required	

ENVIRONMENTAL SERVICES – SHORELAND	**FEE**
Grading & Filling Permit	$125 (1 site visit/2 hours of review)
Shoreline Alteration	$125 (1 site visit/2 hours of review)
Additional site visits or office work	$50 per hour
"After the Fact" Alteration, Vegetation Removal, Grading and/or Filling Without Permit	Double the application fee (Consider Administrative Penalty of $500?)

ENVIRONMENTAL SERVICES – WETLANDS	**FEE**
Delineation Review: -with plat application less than 3 lots -with plat application of 3+ lots or other request (no specified land use request)	 $200 (up to 4 hours of review) $200 if less than 1 acre (4 hours review) $360 1-10 acres (up to 7 hours review) $500 greater than 10 acres (10 hrs. review)
Exemption Determination	$200 (up to 4 hours of review time)
No-Loss Determination	$200 (up to 4 hours of review time)
Replacement Plan Review: -less than 1 acre -1-10 acres -greater than 10 acres	 $550 $1,200 $1,800
Banking Plan Development Application: -less than 10 acre -greater than 10 acres	 $50/hour $1000 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	$200
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	$50 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	$500 Board of Appeals & Adjustment application/meeting fee plus hourly wetland staff services.
Site-specific Creation, Banking, or Restoration monitoring	$500 per year commencing after submission of the final "as-builts" and concluding upon TEP certification (~ 3 years.)

ENVIRONMENTAL SERVICES – ZONING	FEE
Administrative Permits	
-General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator)	$125
-Special event parking / camping	$125 w/ $25 annual renewal for same
-Sign Permit	$83.50 plus $1.00 surcharge
-Public Project Gravel/Mining, Commercial Solar	$75
-After the Fact Administrative Permits	$525 Double the Application Fee
Variance Application Fee	$500**
-After the Fact Variance Applications	Double the Application Fee
Appeal Application Fee	$500**
Conditional and Interim Use Permit Applications	
-Home Occupation (Major)	$500**
-Minor CUP / IUP (cabinet shop, air strip, dog kennel, commercial solar, rural retail tourism, other proposals of small scale as determined by Zoning Administrator)	$525**
-Major CUP / IUP (5+ unit campground, mobile home park, commercial recreation, gravel pit, communication tower, solid waste/refuse facility, pipelines transmission lines and associated towers, other projects of scale as determined by the Zoning Administrator)	$1,025 plus $___ deposit cash escrow and renewing escrow agreement as determined by the Zoning Administrator for purposes of covering all county staff and third-party consultant costs
-After the Fact CUP/IUP Applications	Double the Application Fee
Zoning Changes	
-Rezoning Application	$525**
-Zoning Text Amendment Application	$525**
-Comprehensive Plan Amendment Application	$525**
-Planned Unit Development /Amendment	$525**
Platting & Subdivision Fees	
-Preliminary Plat 1-3 lots	$500
-Preliminary Plat greater than 3 lots	$500, plus $35 per lot
-PUD/Cluster Development Plan	$750, plus $35 per lot
-Preliminary Plat Compliance Fee (no roads)	$150
-Preliminary Plat Compliance Fee (w/roads)	$100 per lot
Minor Subdivision	$250**
Minor Subdivision Groundtruthing	$100
-Repeat groundtruthing and/or other site visits	$75 per trip and $50/hr. after first hour
-Final Plat	$500**
-Plat Recording Fee	$56
-Consent to Plat Fee	$46

-Park Dedication Fee	$1,600 per lot
Special Meetings -Planning Commission -Board of Adjustment and Appeals	 $1,000 plus land use application fee $1,000 plus variance/appeal application fee
Zoning or Flood Plain Verification Letter/Map	$50
Lot Reconfiguration - Adjoining Lot Line Adjustment Application	$100**
Environmental Review (EAW/EIS/AUAR)	$500 plus $2500 deposit cash escrow and renewing escrow agreement covering all county staff and third-party county consultant costs
Short Term Rental License Application	$300 Annually
**Denotes Additional County Recorder Recording Fees	

ENVIRONMENTAL SERVICES – BUILDING CODE - Residential/Commercial Construction	**FEE**
Plan Review Fee	65% of Building Permit Fee
State Surcharge – applicable to all	Per MN Statute 326B.148 (0.0005 times the valuation up to $1,000,000; for projects over $1,000,000 see Statute)
Fee Schedule Extracted From 1997 UBC Fee Schedule and MN Rules 1300 / with adjusted minimum charge and hourly rate (Ref. Mn Statute 326B.153)	Fees based on building value as noted below:
$1 to $3000 (Minimum Building Permit Fee)	$83.25 (formula adjusted within 1997 formula to cover for more representative base rate/rural travel cost...minimum permit cost)
$3,001 to $25,000	$83.25 for the first $3,000 plus $14.00 for each additional $1,000 up to $25,000
$25,001 to $50,000	$391.25 for the first $25,000 plus $10.10 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$643.75 for the first $50,000 plus $7.00 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000 or fraction thereof to $500,000
$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 or fraction thereof to $1,000,000

$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000 or fraction thereof
Note: *Building permit value determination based on per sq. ft. measurement area multiplied by ESD construction valuation determination utilizing County Assessor Office base/basic construction type valuation data as available and updated annually at the ESD Dept.*	
Other Building Permit Fees:	
Plumbing (residential)	Minimum Value Based – see above
Mechanical (residential)	Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	Minimum Value Based – see above
Re-Roofing (residential)	Minimum Value Based – see above
Re-siding	Minimum Value Based – see above
Window Replacement (in existing openings)	Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	Minimum Value Based – see above
Air Conditioning Installations	Minimum Value Based – see above
Gas Piping	Minimum Value Based – see above
Sign	
Demolition Single Family Residential Demolition Commercial/Multi-Residential	$500 plus materials testing (asbestos) lab fees; and refundable $5,000 performance bond *Note: Chisago City requires added separate permit/fee. $500 plus materials testing reports/data required independently by the applicant; and refundable $5,000 performance bond
Asbestos / Lead Inspections -general inspection of existing residence -Inspection associated with underpin or similar permitted project -Inspection of fire damaged, unsafe to enter, or other compromised structure	$126.50 plus materials testing lab fees $63.25 plus materials testing lab fees $63.25 if damaged/unsafe to enter and beyond ability to test; $189.75 plus materials testing lab fees if full inspection/testing is viable and demolition permit is not sought

Inspection of Existing Structure/Home being relocated within or moved to Chisago County	$275 if within 100-mile radius plus materials testing lab fees; additional mileage and $63.25/hr. charge if further
Inspection Outside of Normal Business Hours	$63.25 per hour (minimum charge 2 hours)
Re-Inspection Fee	$63.25 per hour (minimum charge one-half hour)
Additional / Special Inspections for which no fee is specifically indicated	$63.25 per hour (minimum charge one-half hour)
Additional plan review required by changes, additions or revisions to plans	$63.25 per hour (minimum charge one-half hour)
Use of outside consultants for plan checking and inspections, or both	$63.25 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.
Construction without a Permit Investigation / Red Tag Fee	$63.25
Other General ESD Office Fees:	
Record Document Vault Search, Retrieval, Review Charge	$30.00 per hour or actual billable rate (hourly rate plus overhead) of enlisted employee, whichever is greater.

HEALTH & HUMAN SERVICES	**FEE**
Legally Licensed Family Day Care	
Child Care Licensing Inspection Fee	$50.00
Child Care Licensing Renewal Inspection Fee (2 year renewal)	$100.00
Corporate Foster Homes or Community Residential Services (CRS) Settings	
Inspection Fee Initial Licensing	$500
Inspection Fee Re-licensing (one or two year)	$500
Out of Home Placements	Sliding Fee Schedule
Detox Services	Sliding Fee Schedule
Central Minnesota Mental Health Center	Sliding Fee Schedule

HUMAN RESOURCES	**FEE**

PROBATION	**FEE**
Intensive Supervision Fee (M.S. 169A.74)	$550.00
Local Correction Fee (M.S. 244.18) Administrative Monitoring Fee	$300.00 $150.00

JTO & JPO Delinquency EJJ	$25.00 $50.00 $100.00
Domestic Abuse Investigation (M.S. 609.2244)	$75.00
Pre Trial Fees (M.S. 244.18)	$250.00
Driving with Care Cognitive Skills Program	$200.00 $200.00
Random Testing Fee (M.S. 244.18)	$75.00
UA Confirmation Fee	$50.00

PUBLIC WORKS	**FEE**
Right of Way Permits	
Work Completed After-the-Fact/After-the-Fact Permit	Double the Permit Fee
Utility Permits	
Surety Bond	$10,000.00
Service Off Mainline Utility	$25.00
Mainline Utility Installation, Extension, or Upgrade under 0.5 miles	$100.00
Mainline Utility Installation, Extension, or Upgrade over 0.5 miles	$200.00
New Development Sewer and Water	$300.00
Transportation Permits	
Annual Permit	$200.00
Single Trip Permit	$30.00
Access Permits	
Street Entrance – Fee	$1,200.00
Street Entrance – Surety Bond	$10,000.00
Commercial Driveway – Fee	$1,100.00
Commercial Driveway – Surety Bond	$10,000.00
Solar Access Driveway	$1,000.00
Solar Access – Surety Bond	$10,000.00
Private Driveway – Fee	$200.00
Private Driveway – Surety Bond	$1,000.00
Field Entrance – Fee	$100.00
Field Entrance – Surety Bond	$450.00
Additional Access Inspection	$50.00
Miscellaneous Permits	
Excavation/Grading	$200.00
Drainage/Tiling	$200.00
Obstruction/Structure	$100.00
Other/Development-Related	Consult Department
County Public Ditch Permits	
Permit Fee	$100.00

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Special Road Use Permits	
Permit Fee	$50.00
Specific Service Sign	$500.00 per new sign or replacement
Mailbox Support – Swing Away	$150.00
County Surveyor Fees	
Hardcopy Prints 22” x 34” or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	$10.00 per Plat
County Right-of-Way Plats	$5.00 per Page
Half Section Parcel Map	$10.00 per Half Section
Hardcopy Prints 22” x 34”	
Aerial Photo	$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	$20.00 per Half Section
Overlay-Parcel Lines with Contours	$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	$30.00 per Half Section
Hardcopy Prints 11” x 17” or Smaller	
Aerial Photo	$5.00
Overlay-Aerial Photo with Parcel Lines	$10.00
Overlay-Parcel Lines with Contours	$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	$17.00
Data Pricing for Orthometric Photographs	
5000’ x 5000’ Tile	$200.00
Data Pricing in Digital Form	
1’ Contours, Planimetric Features and/or Orthometric Photos	$20.00 per Acre

RECORDER	**FEE**
Copy attested	$2.00 per document
Copy certified – Plat	$15.00
Copy certified	$10.00
Copy plain	$1.00
Copy plain – plat	$10.00
Fax/mail/email fee	$5.00
General Torrens	$20.00 per additional certificate that a document is memorialized on

Land Records reports	$25.00
Lien-Hospital	$5.00
Notary filing	$20.00
Notary – verify/certify commission	$25.00
Ordination	$20.00
Birth certificate	$26.00
Birth certificate additional	$19.00
Birth certificate non certified	$13.00
Birth verification	$9.00
Death certificate non certified	$13.00
Death certificate amendment	$40.00
Death certificate	$13.00
Death certificate additional	$6.00
Marriage certificate certified	$9.00
Marriage license amendment	$25.00
Marriage license felony	$25.00
Marriage no record found	$9.00
Marriage license fee	$115.00
Marriage license reduced fee	$40.00
Marriage license lost/destroyed	$25.00
Marriage ~~license~~ certificate non certified	$9.00
Marriage ceremony performed by Recorder	$50.00
Search	$20.00
Vital Record Report	$15.00
Abstract document recording	$46.00 plus $10 for each additional reference number over 4 on satisfactions
Abstract plat recording	$56.00
Torrens plat recording	$56.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Torrens document recording	$46.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Well certificate	$50.00
Condition of certificate	$50.00
Release mobile home tax lien recording	$30.00
Release state tax lien recording	$30.00
Federal tax lien recording	$46.00
State tax lien recording	$0
Mobile home tax lien recording	$0
Military discharge recording	$0 for veteran
Refile federal tax lien	$46.00
Refile state tax lien	$0
Withdraw federal tax lien recording	$46.00

Withdraw state tax lien recording	$0
LandShark set up fee	$50.00
250 page monthly fee	$50.00 any pages not used at the end of the month are lost
500 page monthly fee	$100.00 any pages not used at the end of the month are lost
1,000 page monthly fee	$200.00 any pages not used at the end of the month are lost
1,500 page monthly fee	$300.00 any pages not used at the end of the month are lost
2,000 page monthly fee	$400.00 any pages not used at the end of the month are lost
50 addition pages at the end of the month	$10.00 any pages not used at the end of the month are lost
One time LandShark user fee	~~$5.00~~ $7.00
Per page viewed and/or printed	25 cents
Credit card company charges additional fees for the use of a credit or debit card.	

VETERANS SERVICES	FEE

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Example of Charges for Election Services
Based on actual 2022 Eleciton Costs

Jurisdiction	*Maintenance*	*Equipment Programing*	*Ballot Printing*
	Annual	General Election	General Eleciton
County Cost	**$ 34,326.00**	**$9,765.44**	**$ 26,508.84**
Amador	$ 1,074.72	$ -	$ -
CLT	$ 2,423.24	$ -	$ -
Fish Lk	$ 1,348.52	$ -	$ -
Franconia	$ 1,074.72	$ -	$ -
Lent	$ 1,485.42	$ 401.32	$ 44.42
Nessel	$ 1,348.52	$ 401.32	$ 23.74
Rushseba	$ 1,074.72	$ -	$ -
Shafer	$ 1,074.72	$ -	$ -
Sunrise	$ 1,348.52	$ -	$ -
Center City	$ 1,074.72	$ 267.55	$ 2.45
Chisago City	$ 2,560.14	$ 267.55	$ 57.48
Harris	$ 1,074.72	$ 267.55	$ 11.63
Lindstrom	$ 2,022.78	$ 267.55	$ 52.06
North Branch	$ 4,719.82	$ 401.32	$ 231.88
Rush City	$ 1,348.52	$ 267.55	$ 17.98
Shafer	$ 1,074.72	$ 401.32	$ 13.31
Stacy	$ 1,074.72	$ 267.55	$ 13.98
Taylors Falls	$ 1,074.72	$ 267.55	$ 10.00
Wyoming	$ 2,833.94	$ 133.77	$ 57.97
ISD 138		$ 267.55	$ 298.25
ISD831		$ 133.77	$ 96.42
ISD 911		$ 133.77	$ 13.65
ISD 2144		$ 401.32	$ 910.66
Soil & Water		$ 267.55	$ 1,007.45
	$ 31,111.90	$ 4,815.83	$ 2,863.32

Other items that could be charged:
*Testing Ballots and Public Testing Supplies
*Absentee Ballot Service (charge back a portion of staff time, AB Board salary, supplies)
*Fee for Election Judge Training

Other Possible Charges to Other Jurisdictions

TNT Notice Costs

2023 Legislative change clarifies that the County can charge back "the reasonable cost of the county auditor's services and cost of preparing and mailing" the TNT notices that exceeds the amount reimbursed by the Commissioner of Revenue. There has been no reibursement from the State since 1991. Costs would be split 1/3 county, 1/3 cities and townships and 1/3 school districts.

Annual cost of TNT Printing is approximately $5,100 Per Year

Special Assessment Collection

Each year cities and townships submit parcels to be assessed for delinquent utilites, uncollected bills for service (i.e. fire call, mowing) or street and utility projects. The County collects those special assessments on behalf of the cities/townships. Those projects have to be established in our tax system and be maintained through the life of the assessment. We then need to account for collection and settle the tax collecitons by project to the various jurisdicitons. I am currently working on assessments to be assessed to the 2024 taxes. There are currently 2,200 parcels to be assessed with a couple of street projects to yet be submitted for 2024. This takes a significant amount of staff time to set the projects up and maintain the collections.

Proposed fees could include:

Project Setup	$200 per project PLUS $1 per parcel
Annual Parcel Maintenance Fee After Yr 1	$3 per parcel

Tax Increment Finance Fee

Cities and townships can establish Tax Increment Financing Districts to support economic development efforts. When a district is approve there is significant setup in the tax system to ensure that the tax generated on the parcel is allocated correctly (tax on base value to all taxing districts, increment to the district and excess increment). There is annual maintenance on all parcels in the district to ensure that properties haven't been subdivided, parcels inactivated, etc. There are several state reports that the County has to submit annually on all TIF Districts in the County.

Proposed fees could include:

Project Setup	$200 per project Plus $10 per parcel
Annual Parcel Maintenance	$20 per parcel
Decertification Fee	$200 per project

Tax Abatement Fee

Cities and townships can establish tax abatements to support economic development efforts. When an abatement is approve there is monitoring of tax payments and distribution of funds to the taxing jurisdcitions based on the business subsidy agreements. Settlements are done twice per year. Our office also has to report County participation in any of these agreements in the annual audit.

Proposed fees could include:

Project Setup	$200 per project Plus $10 per parcel
Annual Parcel Maintenance	$20 per parcel

ARMER User and Subscriber Fees – Discussion

Currently all Chisago County USERs and SUBSCRIBERs are operating under a January 1, 2020 to December 21, 2023 'initial term' agreement. The agreement renews for successive one (1) year terms, beginning 1, 2024 and continues written notice is provided by either party.

The County and all the USERS and SUBSCRIBERS can renegotiate other rates for 2024 and beyond. All entities need to budget these costs.

The 2023 invoices were sent on July 1st 2023.

ARMER INFORMATION

All the USERs of the Chisago County ARMER System are still required to meet this year to determine the User Fee for 2024 and beyond (the SUBSCRIBERS are still under contract through 2024). This meeting is required under the current USER and SUBSCRIBER Agreements. Due to this meeting, the County has the ability to change the USER fee for ARMER USERs in 2024 and beyond. This will have an effect on the levy of the County.

At this time, the fee per radio is the 'MESB Fee and SUA2 fee by the number of radios on the system and adding a $30 fee per radio.' Each radio costs a USER $203.18 per year (each radio costs a SUBCRIBER $518.18, but $315 goes into a 'replacement fund').

There are currently 571 radios on the Chisago County ARMER System.

2023 Radios	TOTAL 571
Agency Name	**# of Radios**
Almelund Fire Department	23
Center City Fire Department	22
Chisago City Fire Department	26
Chisago County Sheriff's Office	130
Department of Enterprise Services	5
Emergency Communications Center	16
Emergency Communications Services	50
Harris Fire Department	26
Lakes Area Police Department	36
Lindstrom Fire Department	33
North Branch Fire Department	27
North Branch Police Department	34
Rush City Fire Department	14
Shafer Fire Department	14
Stacy-Lent Fire Department	35
Taylors Falls Fire Department	19
Unassigned	2
Wyoming Fire Department	34
Wyoming Police Department	25

2023 AMOUNTS	
North Branch	$ 21,528.98
Lakes Area PD	$ 7,314.48
Wyoming	$ 11,987.62
Almelund	$ 4,673.14
Center City	$ 4,469.96
Chisago City	$ 5,282.68
Harris	$ 5,282.68
Lindstrom	$ 6,704.94
Rush City	$ 2,844.52
Shafer	$ 2,844.52
Stacy	$ 7,111.30
Taylors Falls	$ 3,860.42
CCSO	$ 67,363.40
Probation	$ 1,036.36
COLLECTED for 2023	$152,305.00

571

Agency Name	**# of Radios**
Almelund Fire Department	23
Center City Fire Department	22
Chisago City Fire Department	26
Chisago County Sheriff's Office	130
Department of Enterprise Services	5
Emergency Communications Center	16
Emergency Communications Services	50
Harris Fire Department	26
Lakes Area Police Department	36
Lindstrom Fire Department	33
North Branch Fire Department	27
North Branch Police Department	34
Rush City Fire Department	14
Shafer Fire Department	14
Stacy-Lent Fire Department	35
Taylors Falls Fire Department	19
Unassigned	2
Wyoming Fire Department	34
Wyoming Police Department	25

			User Fee	Subscriber Fee		
$30 Fee for each unit	15,000.00		30.00			
SAU Fee	61,566.33		123.13	203.18		
MESB Fee	25,026.00		50.05			
Replacement Fund	$ 101,592.33			315.00		
			$203.18	$518.18		
Total Collected for 2023			**$68,878.02**	**$83,426.98**	**$152,305.00**	
				($50,715 is for replacement fund)		

In addition to the SUA2 and MESB fee, the County has 1.8 employees devoted to the ARMER radio system, in addition to the debt service for the system and the daily operating expenses.

ARMER Debt Service (2024)	$	628,683.00
Staff Costs (2024)	$	265,285.68
061-6342 Total (2024) - Day-to-day operating expenses	$	862,579.00
TOTAL	**$**	**1,756,547.68**

Based upon the current costs to operate the ARMER system (*above*), each radio should cost $3076.26 per year. USERs pay $203.18 per radio per year and SUBSCRIBERs pay $518.18, although $315 goes into a 'replacement fund, which means the County is paying/levying 93.39% of the total cost per radio.

It is important to also recognize that the County has also already spent $1,252,504.62 to upgrade and maintain the ARMER system, which has further reduced the cost to the County and its taxpayers.

If the Committee was interested in lowering the County levy, the County could increase the USER fee amount for the USERs to be more in line with other Counties. The County could also creatively use the ARMER ARPA calculation to potential lower the yearly operational costs but would need a revenue stream once ARPA is exhausted or the ARPA program ends.

It is important to note that the County's ARMER Debt is structured to stay fairly level over the years. The debt for ARMER will increase significantly beginning in 2027 after some of the County's other debt drops off. Below are the debt payments for the remainder of the 2015A GO Bond:

2015A GO Bond - ARMER			
	Principal	Interest	Total Annual Payment
2024	415,000	213,684	628,684
2025	335,000	203,088	538,088
2026	355,000	194,798	549,798
2027	1,250,000	174,110	1,424,110
2028	1,290,000	138,510	1,428,510
2029	1,330,000	101,205	1,431,205
2030	1,360,000	62,850	1,422,850
2031	1,415,000	21,225	1,436,225
	$7,750,000	$1,109,469	$ 8,859,469

Attachments:

- **Chisago City – Communications Systems User Agreement 2020-2023**



Chisago County
313 North Main Street
Center City, MN 55012

Regionwide Public Safety
Radio Communications System

Communications System User Agreement 2020-2023

Between Chisago County and Chisago City Regarding:

- Terms of Use of the Regionwide Public Safety Radio Communications System
- Responsibilities for Programming User-provided Radios
- Administrative and Operational Support for the Regionwide Public Safety Radio Communications System

THIS AGREEMENT is made and entered into by and between the County of Chisago, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as the "COUNTY," 313 North Main Street, Center City, Minnesota 55012, and [ORGANIZATION NAME], a body politic and corporate, under the laws of the State of Minnesota, [ORGANIZATION ADDRESS], Minnesota [ZIP CODE], acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY operates a Local Subsystem as part of the Regionwide Public Safety Radio ARMER Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the COUNTY to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications Systems; and

WHEREAS, the USER has elected to participate as a System user, with USER owned radios operating on the System.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

1. RECITALS, PURPOSE AND INTRODUCTION

1.1 Recitals

The above recitals are hereby incorporated into this Agreement as if set forth herein.

1.2 Purpose

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated technical and administrative support of the COUNTY's System and use of portable, mobile, desktop and other end-user radios by the USER on the COUNTY's System.

1.3 System

The System is a multi-site general purpose wireless communications System designed to provide, among other things, access to a wide area nine county regionwide public safety radio communications System, multiple System redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, 99.999% microwave System reliability, encryption availability, System security, radio interoperability, 24 hour-a-day System monitoring and response, access to a pool of special event radios and general training for USER.

1.4 Application

This Agreement applies only to USER's use of the System.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB and MESB related to use of the System including but not limited to radio technical specifications and configurations, system and radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have violated standards, policies, procedures, rules, regulations or laws regarding proper use of or operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 USER-owned Radio Fees (User Fee)

USER agrees to pay COUNTY USER-owned Radio Fees for the System of $575 per radio for the year of 2020. USER agrees to pay COUNTY a USER-owned Radio Fees for the System of $251 per radio for the year of 2021. The 2021 fee was calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of $30 per radio. For 2022 and 2023, the USER-owned Radio Fee shall be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of $30 per radio.

2.5 Notification of USER-Owned Radio Units

USER shall supply a detailed listing of projected USER-owned Radios to the COUNTY for the following year by February 15th of each preceding year. This listing of projected units will be used to calculate the USER Fee. The COUNTY may limit the number of USER-Owned Radio units allowed on the system, based upon system capacity, configuration, and approval of COUNTY, MESB and State governing bodies overseeing the ARMER system.

2.6 Invoicing and Payment Terms

COUNTY will invoice USER annually for all fees specified herein. For annual billing purposes, USER counts will be determined as those radios active on the System on the 1st day of March of each year USER counts may be adjusted by mutual consent and annual charges will be prorated accordingly. Payment to the COUNTY will be made directly to the COUNTY within 45 days from receipt of invoices.

2.7 Flow Down Metropolitan Emergency Services Board Contract Provisions

USER agrees to comply with all applicable flow down provisions contained in the Agreement between the COUNTY, the MESB, and/or the SRB. Such flow down provisions, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference.

2.8 Use of USER Purchased and Owned Radios and Radio Software

Any Radios purchased by USER must be certified by the COUNTY. The Technical Issues Subcommittee shall provide the COUNTY with a list of radio models which the Technical Issues Subcommittee will recommend be certified by the COUNTY and the COUNTY shall update the list as necessary based upon the recommendations and the requirements established by the FCC, SRB, and MESB. At no time shall this list contain fewer than 2 radio models, unless restricted by the FCC, SRB, or MESB. A list of certified radio models is attached to this Agreement as Appendix A. Appendix A may be amended without an executed amendment to this Agreement, based upon a recommendation of members of the Technical Issues Subcommittee which is in compliance with the FCC, SRB and MESB requirements.

2.9 Network Changes / Upgrades which Obsolete USER Radios

At the direction of the SRB and/or MESB, the COUNTY may decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. The COUNTY must provide USER with 365 days' Notice of intent, unless required sooner by the State, to decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. De-certified radios or radios operating with decertified equipment and/or software versions will not be allowed to access or use the System. USER agrees to fully comply with and follow such COUNTY determinations regarding decertification.

2.10 Individual Radio Deactivation

User agrees to immediately discontinue use of a non-functioning radio from the system upon notification of a condition or defect of that radio that impairs System or radio performance, and to continue non-use until such time as the condition is corrected or remedied. If the condition cannot be corrected to render the radio functional to operational specifications, the radio will be permanently removed from the system.

2.11 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

All radios on the System shall be programmed only by the COUNTY, and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, System key files and encryption key files are the sole property of the COUNTY, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the COUNTY in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, System key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, System key file or encryption key file, USER will immediately notify COUNTY of the security breach.

2.12 Notification to COUNTY of Lost or Stolen Radios

USER agrees to immediately notify COUNTY of any missing, lost or stolen radios, so the radio can be deactivated on the System.

2.13 Required destruction of programming (IE Code Plug) information upon radio decommissioning

Before any radio is sold, given to another agency, decommissioned, etc. the code plug programming must be wiped to the NIST standard by the COUNTY, or the device must be physically shredded by the USER.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Allocation of System Resources

COUNTY will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.2 Monitoring of USER Talk Groups

COUNTY may periodically monitor talk groups allocated to USER for USER's internal use for System management purposes, including but not limited to: maintenance, troubleshooting, System performance assessments, unusual traffic patterns (sudden jump in usage), and policy and procedure compliance checks. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and may be subject to recording.

3.3 Radio Operator Training

COUNTY will provide USER with access to end-user radio training instructional materials provided to COUNTY from the SRB, MESB or other sources as available and subject to budget restrictions.

3.4 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's radios used on the System.

3.5 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

3.6 Radio Programming

COUNTY shall provide basic System access and use programming for USER-provided Radios, subject to USER compliance with Sections 2.7 – 2.15 of this Agreement.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on January 1, 2020, and continue through December 31, 2023 ("Initial Term"). Thereafter, this Agreement shall renew for successive one (1) year terms, beginning January 1, 2024, and continue, unless written notice is provided by either Party of intent not to renew as set forth in paragraph 4.2 herein. This USER Agreement becomes effective January 1, 2020 at 12:01 a.m. regardless of whether this document has been fully executed, if the USER has any active radios on the System at that time or any time thereafter.

4.2 Cancellation of Agreement

This Agreement may not be cancelled during the Initial Term, except pursuant to Section 6 of this Agreement. Thereafter, this Agreement may be canceled with or without cause by either party upon three (3) years' written notice, provided that any such cancellation by COUNTY shall require action by the Board of Chisago County Commissioners.

4.3 Actions Upon Expiration or Cancellation

Upon expiration or cancellation of this Agreement as provided for herein, USER shall return all COUNTY provided equipment and shall cease all use of the System.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

6. DEFAULT

6.1 If either party fails to perform any material term of this Agreement, and such failure continues for 30 days following written notice to the non-performing party, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon (30) days written notice cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may, upon thirty (30) days' written notice, cancel this Agreement in its entirety.

6.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non-defaulting party by virtue of any breach of this Agreement by the defaulting party.

6.3 The above remedies shall be in addition to any other right or remedy available under this Agreement, law, statute, rule, and/or equity.

6.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and the USER's liability is governed by the provisions of Minnesota Statutes Chapter 466.

7.3 Data Privacy

COUNTY, USER, and respective officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), all parties agree that the COUNTY, USER, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER or COUNTY and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its expiration or cancellation.

7.5 Agreement Administration

In order to coordinate the services of the USER with the activities of the COUNTY so as to accomplish the purposes of this Agreement, [ORGANIZATION CONTACT NAME & TITLE, ADDRESS, PHONE, FAX and EMAIL] shall manage this Agreement on behalf of the USER and serve as liaison between the COUNTY and the USER.

7.6 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent certified mail.
Notices to the COUNTY shall be sent to the Chisago County Administrator with a copy to the Management of Information and Communications Systems (MICS) Department at the address given below. Notice to the USER shall be sent to the address(es) stated below.

To COUNTY:	Chisago County c/o County Administrator 313 North Main St. Suite 170 Center City, MN 55012	COPY:	Chisago County ARMER Program Manager c/o Chisago County MICS Department 313 North Main St. Suite 140 Center City, MN 55012
To USER:	_____ _____ _____ _____		_____ _____ _____ _____

7.7 ARMER Subscriber/User Advisory Committee

7.7.A. A Subscriber/User Advisory Committee shall exist, comprised of two Chisago County Board members and any interested representatives from USER, to make recommendations to the County related to public safety procedures and operations as they relate to the System and this Agreement. The Subscriber/User Advisory Committee shall meet prior to February 15 each year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY

must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given in Section 7.6 above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.7.B. A Technical Issues Subcommittee shall exist, comprised of at least one representative from the Chisago County Sheriff's Office, at least one representative from the Chisago County MICS Department, and any interested representatives from USER. The purpose of the Technical Issues Subcommittee shall be to make recommendations to the COUNTY and USER regarding technical issues as they relate to the System and this Agreement, including certification of new radios. The Technical Issues Subcommittee shall meet a minimum of four times per year, and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.8 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Chisago, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

8. DISPUTE RESOLUTION

8.1 Grievance Procedure. A grievance governed by this section is defined as a dispute or disagreement related to the financial terms of this Agreement or the inability of the parties to reach a mutually agreeable System USER Agreement in the future regarding the financial terms contained in section 2.4 of this Agreement. The parties are committed to resolve the occurrence of any grievance on an informal basis at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

8.2 Mediation. If the parties are unable to resolve the grievance informally, either party may submit a letter stating its desire to move forward with mediation of financial terms contained in section 2.4 of the Agreement. The mediation shall be administrated by the Bureau of Mediation Services located at 1380 Energy Lane, Suite Two, Saint Paul, Minnesota 55108.

8.3 Mediation Fees. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreed upon location.

8.4 Mediation Enforceability. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[Signature Page Follows]

The USER and the COUNTY having duly approved this Agreement on the dates set forth below have authorized the designated officials to sign and execute this Agreement, and agree to be bound by the provisions set forth herein

COUNTY APPROVAL

Reviewed by County Attorney's Office:

Jamie Reitan
County Attorney

COUNTY OF CHISAGO
STATE OF MINNESOTA

Name (Print): Richard Greene Date 12/5/19
Chair Board of Commissioners

Signed: Richard Greene

Attest: C Ch
Interim County Administrator

CHISAGO COUNTY
DEC - 4 2019
BOARD APPROVED

USER APPROVAL

USER – Chisago City

Signed: John D. Pechman

Name (Print): John D. Pechman Date 12/26/19

Position/Role: City Administrator

and

Signed: Bob Gustafson

Name (Print): BOB GUSTAFSON Date 12-30-19

Position/Role: MAYOR

Appendix A

Motorola XTL 2500
Motorola XTS 2500
Motorola APX 7

ARPA – Laser Measuring Tools – County Assessor

The goal in the Assessor Office is to value every property Fairly and Equitably in Chisago County. Part of our procedure is to verify the measurements of buildings on a property. To become more accurate, effective and efficient, using a laser measuring tool will assist us in doing so, compared to the 100' tape measure.

In purchasing these tools, they will last longer, so although the upfront cost will be more than a tape measure, the longevity of use of the laser tool will allow us to save money over the length of each device.

These devices are currently on sale at Amazon.

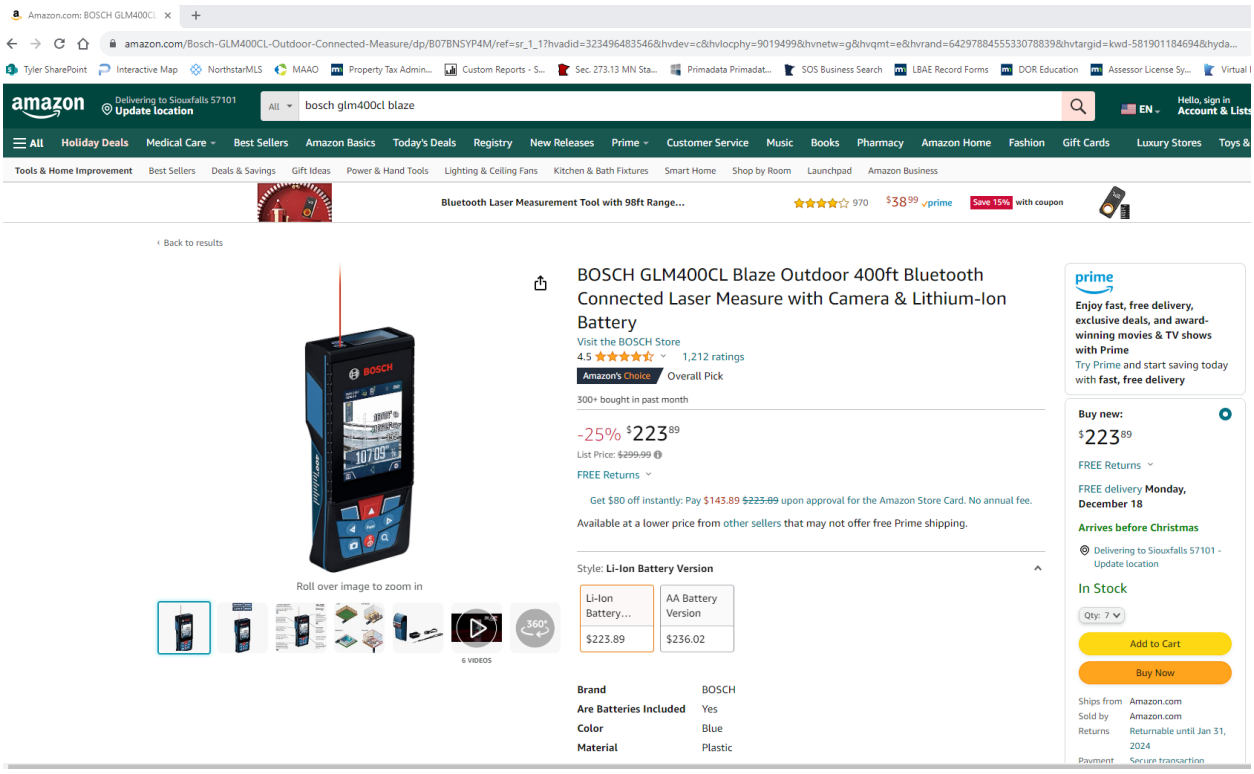
The Chisago County Assessor's Office is requesting to upgrade its measuring tools by purchasing laser measuring tools.

The Assessor's Office currently has approximately $4000 left in the office budget. However, the County could also use ARPA funds (from the Broadband/ARMER allocation).

Based on $223.89 for 7 tools, asking for $1,567.23.

Attachments:

- Price and Product Description


amazon.com/Bosch-GLM400CL-Outdoor-Connected-Measure/dp/B07BNSYP4M/ref=sr_1_1?hvadid=323496483546&hvdev=c&hvlocphy=9019499&hvnetw=g&hvqmt=e&hvrand=6429788455533078839&hvtargid=kwd-581901184694&hyda...
amazon
Delivering to Siouxfalls 57101
Update location
bosch glm400cl blaze
Hello, sign in
Account & Lists
All
Holiday Deals
Medical Care
Best Sellers
Amazon Basics
Today's Deals
Registry
New Releases
Prime
Customer Service
Music
Books
Pharmacy
Amazon Home
Fashion
Gift Cards
Luxury Stores
Tools & Home Improvement
Best Sellers
Deals & Savings
Gift Ideas
Power & Hand Tools
Lighting & Ceiling Fans
Kitchen & Bath Fixtures
Smart Home
Shop by Room
Launchpad
Amazon Business
Bluetooth Laser Measurement Tool with 98ft Range...
970
$38.99
prime
Save 15% with coupon
Back to results
BOSCH
Roll over image to zoom in
6 VIDEOS
BOSCH GLM400CL Blaze Outdoor 400ft Bluetooth Connected Laser Measure with Camera & Lithium-Ion Battery
Visit the BOSCH Store
4.5
1,212 ratings
Amazon's Choice
Overall Pick
300+ bought in past month
-25% $223.89
List Price: $299.99
FREE Returns
Get $80 off instantly: Pay $143.89 $223.89 upon approval for the Amazon Store Card. No annual fee.
Available at a lower price from other sellers that may not offer free Prime shipping.
Style: Li-Ion Battery Version
Li-Ion Battery...
$223.89
AA Battery Version
$236.02
Brand BOSCH
Are Batteries Included Yes
Color Blue
Material Plastic
prime
Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime
Try Prime and start saving today with fast, free delivery
Buy new:
$223.89
FREE Returns
FREE delivery Monday, December 18
Arrives before Christmas
Delivering to Siouxfalls 57101 - Update location
In Stock
Qty: 7
Add to Cart
Buy Now
Ships from Amazon.com
Sold by Amazon.com
Returns Returnable until Jan 31, 2024
Payment Secure transaction

Lake Center for Youth and Family – Public Safety Aid

During the 2024 Budget Process:

County Attorney Reiter requested **$40,000** for this line item in 2024, which is a $25,000 increase over 2023.

After much discussion by the County Board, the decision was made to have the County budget $30,000 and use public safety money fund the remaining $10,000. Because it was so early in the process for public safety funds there wasn't any 'formal' action taken by the Board.

LC4YF is expecting funds at the end of December.

History:

For nearly 10 years there has been no increase from the $20,000 "Restorative Justice" line ($15,000 of which is county levy dollars) in the County Attorney's Budget for LC4YF.

This contract is primarily for the services they render for the County's statutorily mandated juvenile diversion program, but it covers other services including post-court interventions, substance abuse screening and other counseling services.

LC4YF is a 501(c)(3) organization. They rely upon grants, charitable gambling, modest sliding fee scale fee-for-services and other funding streams to remain in business and provide the important work to youth. LC4YF does not provide a one-size-fits all level of interventions to youth and families. LC4YF conduct evidence-based needs assessments for youth to determine the right level of intervention for each youth.

December 20, 2023 Board of Commissioners Items

At the December 20th, 2023 Board of Commissioners meeting, the BOC will need to address two topics before the 2024 Annual Meeting:

a. Setting the Date and Time of the Annual Meeting
b. 2024 Salary and Compensation Amounts

Setting the Date and Time of the Annual Meeting

The Chisago County Board of Commissioners must set the Date and Time of the Annual Organizational meeting.

Minn. Stat. 375.07 MEETINGS; QUORUM "The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on other days and at other locations within the county it prescribes as necessary for the interests of the county. A majority shall constitute a quorum, and no business shall be done unless voted for by a majority of the whole board, but less than a majority may adjourn. Sessions shall be called by a majority of the board and the clerk shall give at least ten days' notice of them to each of the commissioners."

The Board must set the Annual Meeting for Tuesday, January 2nd at ____ _____time

2024 Salary and Compensation Amounts

The Board must pass 4 resolutions related to 2024 Salary and Compensation amounts:

1. Cost of Living Adjustment for Non-Union Employees for 2024
2. Compensation for Volunteer/Citizen Committees for 2024

3. Establishing County Commissioner Compensation and Per Diem Rate for 2023
4. Establishing Elected Officials & Contracted Employee Salaries

1. Cost of Living Adjustment for Non-Union Employees for 2024

The County Board of Commissioners has previously approved wage adjustments of **2%** for represented county employees, effective January 1st, 2024..

This is the amount budgeted for 2024.

2. Compensation for Volunteer/Citizen Committees for 2024

In 2023, the Board increased the per diem from $50 per meeting, to the per diem rate of $ 65.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

This is the amount budgeted for 2024.

3. Establishing County Commissioner Compensation and Per Diem Rate for 2023

In 2023, the annual salary paid to each Chisago County Commissioner was $ 33,395.05, a 0% increase over 2022. A 2% increase for 2024 would be **$34,062.95**. This is the amount budgeted for 2024.

Additionally, Commissioners may receive payment of per diem in the amount of **$65.00 for meetings** and conduct of official county business. In 2023, the Board increased the per diem from $50 per meeting, to the per diem rate of $ 65.00 /meeting. This is the amount budgeted for 2024.

4. Establishing Elected Officials & Contracted Employee Salaries

M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator.

The County Board can set the salaries at any rate they deem appropriate.

To follow the Baker Tilly Scale for 2024 + 2% COLA (this is what all other employees are expecting for 2024) =

	2023	**2024**
County Sheriff	$151,897.89	$160,357.89
County Attorney	$151,897.89	$160,357.89
Chief Deputy	$138,087.89	$145,779.39
County Administrator	$154,750.89	$163,370.51

These are the amounts budgeted for 2024.

Citizens Forum Timing

It is important for elected officials and for the public to be very clear about the purpose of the public comment period. This is an opportunity for members of the public to inform the governing body about their views. However the meeting itself belongs to the governing body.

Public Comment is NOT required at public meetings (this is different than a public hearing).

The public does not PARTICIPATE in the decision-making. Instead, it PROVIDES INPUT to the governing body, which takes the input into consideration in making its decisions.

COUNTY	Public Comment
Chisago	Middle of Meeting at 7:00 p.m.
Pine	Start of Meeting
Isanti	Start of Meeting
Mille Lacs	-
Kanabec	Start of Meeting
Aitkin	Start of Meeting
Anoka	Depends on Meeting
Washington	Start of Meeting
Dakota	Start of Meeting
Scott	Start of Meeting
Carver	Start of Meeting
Wright	-
Sherburne	Start of Meeting
Meeker	Start of Meeting
Hennepin	Start of Meeting
Ramsey	Register in Advance

St. Louis	Start of Meeting
Stearns	Start of Meeting
Olmstead	Start of Meeting
Rice	Start of Meeting
Benton	Start of Meeting
McLeod	End of Meeting
Goodhue	-
Clay	Start of Meeting
Kandiyohi	-
Otter Tail	-
Lake	Start of Meeting
Carlton	-
Itasca	-
Cook	Start of Meeting
Blue Earth	Middle of Meeting
Le Sueur	Start of Meeting
Polk	-
Crow Wing	Start of Meeting
Cass	-
Morrison	-
Beltrami	Start of Meeting
Mower	End of Meeting
Sibley	-
Winona	Start of Meeting
Freeborn	Middle of Meeting
Rock	-
Pipestone	-

Overnight Stay/Hotel Policy

According to the Chisago County Meal and Lodging Reimbursement Policy:

F. Claims for reimbursement for lodging will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

G. Deviations from Federal GSA Rates and/or claims for "Conference Packages" shall be approved by County Administration.

2024 GSA Rates

Primary Destination	County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Duluth	St. Louis	$148	$148	$148	$148	$148	$200	$200	$200	$200
Minneapolis / St. Paul	Hennepin	$148	$148	$148	$148	$148	$148	$148	$148	$148
Rochester	Olmsted	$133	$133	$133	$133	$133	$133	$133	$133	$133
Standard Rate	Applies fc	$107	$107	$107	$107	$107	$107	$107	$107	$107

The County usually approves the GSA rate for lodging, however the rate is either not accommodated by the facility or the employee simply doesn't request the government rate.

Thoughts for the B/F Committee:

a. Should a standard lodging rate be set for all overnight stays that better covers the lodging average?
b. Should a standard boundary be set for allowing an overnight stay? EX) location must be greater than 75 miles away to qualify for an overnight stay.
c. Should a minimum start and/or end time be in place for an overnight stay to be required? EX) multi-day conference.

Attachment:

- Chisago County Meal and Lodging Reimbursement Policy

POLICY NBR: 2007-1
Adopted: January 2, 2007
Revised: January 8, 2008
Revised: January 6, 2009
Revised: January 8, 2013

CHISAGO COUNTY MEAL & LODGING REIMBURSEMENT POLICY

I. POLICY STATEMENT

The County of Chisago recognizes that its employees and elected officials may be required to travel to perform their assigned duties, or at times may have the opportunity to enhance their ability to serve the county by traveling to workshops, conferences, and events occurring outside the County.

This policy sets forth the conditions under which meals and lodging will be reimbursed by the County in conjunction with said work-related travel.

II. POLICY GUIDELINES

A. To be eligible for meal and lodging reimbursement, employees and elected officials shall submit expense claims to which detailed/itemized receipts must be attached.

B. Claims for reimbursement for meals will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

C. The county will not reimburse for alcoholic beverages, costs associated with the attendance of a family member, and the value of meals included in the cost of registration.

D. An estimated cost of meals incurred by the employee during out-of-state travel must be approved in advance by the County Board along with approval for the out-of-state travel, pursuant to Chisago County Policy: Section E, Policy 3.

E. County Commissioners are not eligible for meal reimbursement.

F. Claims for reimbursement for lodging will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

G. Deviations from Federal GSA Rates and/or claims for "Conference Packages" shall be approved by County Administration.

Meal/Mileage Reimbursement

According to the Chisago County Meal and Lodging Reimbursement Policy:

B. Claims for reimbursement for meals will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

C. The county will not reimburse for alcoholic beverages, costs associated with the attendance of a family member, and the value of meals included in the cost of registration.

D. An estimated cost of meals incurred by the employee during out-of-state travel must be approved in advance by the County Board along with approval for the out-of-state travel, pursuant to Chisago County Policy: Section E, Policy 3.

E. County Commissioners are not eligible for meal reimbursement.

2024 GSA Rates Meals & Incidentals (M&IE) rates and breakdown

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.
Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals.
First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Breakfast	Lunch	Dinner	Incidental	First & LastDay of Travel
Duluth	St. Louis	$79	$18	$20	$36	$5	$59.25
Minneapolis / St. Paul	Hennepin / Ramsey	$79	$18	$20	$36	$5	$59.25
Rochester	Olmsted	$64	$14	$16	$29	$5	$48.00
Standard Rate	Applies for all locations without specified rates	$59	$13	$15	$26	$5	$44.25

Thoughts for the B/F Committee:

1) Following the GSA rate – meals are based on location (city).

    a. Should a standard meal rate for each meal breakfast/lunch/dinner be set rather than determining a value based on where they are located?

    b. Current policy allows for a 15% tip. Should this be increased?

2) Mileage reimbursements are not allowed per IRS rule for standard miles driven between work and home. County policy states that mileage will be reimbursed from the work site or home, whichever is less when traveling for work.

    a. If claiming mileage and using your home as the start or end, should the standard home to/from work mileage be deducted from the claim as well?

Attachment:

- Chisago County Meal and Lodging Reimbursement Policy
- Chisago County Policy: Section E, Policy 3

POLICY NBR: 2007-1
Adopted: January 2, 2007
Revised: January 8, 2008
Revised: January 6, 2009
Revised: January 8, 2013

CHISAGO COUNTY MEAL & LODGING REIMBURSEMENT POLICY

I. POLICY STATEMENT

The County of Chisago recognizes that its employees and elected officials may be required to travel to perform their assigned duties, or at times may have the opportunity to enhance their ability to serve the county by traveling to workshops, conferences, and events occurring outside the County.

This policy sets forth the conditions under which meals and lodging will be reimbursed by the County in conjunction with said work-related travel.

II. POLICY GUIDELINES

A. To be eligible for meal and lodging reimbursement, employees and elected officials shall submit expense claims to which detailed/itemized receipts must be attached.

B. Claims for reimbursement for meals will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

C. The county will not reimburse for alcoholic beverages, costs associated with the attendance of a family member, and the value of meals included in the cost of registration.

D. An estimated cost of meals incurred by the employee during out-of-state travel must be approved in advance by the County Board along with approval for the out-of-state travel, pursuant to Chisago County Policy: Section E, Policy 3.

E. County Commissioners are not eligible for meal reimbursement.

F. Claims for reimbursement for lodging will be paid as per the Federal GSA Rate which is found at www.gsa.gov.

G. Deviations from Federal GSA Rates and/or claims for "Conference Packages" shall be approved by County Administration.

TRAVEL EXPENSES AND REIMBURSEMENTS

Section E Policy 3

A. GENERAL

Because Chisago County employees at various times start their work days away from their normal work site to attend training, meet with clients, attend meetings, etc, it is necessary to determine what hours are considered travel miles and work hours in getting to and from this non-traditional work site and eligible reimbursable mileage and expenses.

B. TRAINING REQUEST FORM

Employee's requesting to attend training will be required to fill out a Training Request Form indicating the hours of the training and time needed for travel. Request for training shall be authorized prior to attendance at such training by the Department Head. Out of state travel must be prior approved by the County Board of Commissioners.

C. APPROVAL AND NOTIFICATION OF TRAVEL

1. Expense reimbursement will be provide to authorized personnel provided the Chisago County Board has approved a budget that includes an amount for the expenses incurred.

2. Items reimbursable as an expense shall be reimbursed at the full dollar amount as approved by the Chisago County Board. Items reimbursable as income shall be subject to standard withholding practices.

3. Department Heads or their designees must approve all travel for their employees.

4. Out of state travel must be prior approved by the County Board of Commissioners.

D. REIMBURSABLE EXPENSES

Authorized personnel shall be reimbursed for the following expenses, subject to the listed limitations:

1. Use of Private Automobile:

When attending meetings/events mileage shall be calculated from the point of departure (work site or from the employee's home) whichever is less. In the event there are two or more workers attending the same training session and are driving together, only one employee may claim mileage reimbursement. The County may request that an employee use a County vehicle as transportation or request that employees car pool. The mileage reimbursement rate shall be set by the County Board of Commissioners.

Employees shall submit claims for reimbursement to their department head for approval on the designated County form.

2. Air Transportation:

A. Authorized personnel traveling on County business and utilizing air transportation shall be reimbursed for their travel expense by coach air fare rates when such accommodations are available. Air fare should be billed to the County at the lowest available rate, based on inquiries to travel or ticket agents.

B. To qualify for payment or reimbursement of this expense item, authorized personnel shall submit a Claim Voucher for reimbursement which spells out why the expense was incurred to the County Auditor, for approval by the County Board. A receipt from the travel or ticket agent, documenting the expense, should be attached to the Claim Voucher.

C. Whenever public funds are used to pay for airline travel by an elected official or public employee, any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding. In the event the issuing airline will not honor a transfer or assignment of credit benefit, the individual passenger shall report receipt of the credit or benefit to the public body issuing the initial payment within ninety (90) days of receipt.

3. Lodging Expenses

A. The maximum reimbursable lodging expense per night per employee shall not exceed $50.00.

B. Charges for lodging will be reimbursed for only the night prior to the formal start of a conference, seminar, convention, meeting, or workshop, and those nights when the event is actually in session. One additional night of lodging will be reimbursed under those circumstances where the air transportation cost is reduced an amount greater than the cost of expenses incurred as a result of delaying air transportation by one day.

C. Lodging should be billed to the County whenever possible.

D. The County may be eligible for a governmental rate for lodging expenses which is lower than the rate normally charged. Employees should check into this rate when making reservations.

E. MEAL ALLOWANCE

The County will not reimburse for meal expenses (i.e. food, non-alcoholic beverages, taxes, and a 15% tip) when the meal is consumed within the County of Chisago, unless the meal is part of a conference, seminar, convention, workshop or directly related to County business within the County of Chisago, or is consumed by a County Commissioner on the day of a County Board meeting.

The County shall reimburse authorized personnel for meal expenses such as food, non-alcoholic beverage, taxes and a 15% tip when the meal is consumed outside the County of Chisago, or as allowed, at the rate set forth each year by the Chisago County Board.

Department Heads or their designees must approve any individual meal expenses in excess of the above amounts for their employees. If the meal is part of a conference, seminar, convention, meeting or workshop, the County shall reimburse for the actual expense of the meal, regardless of the amount.

To be eligible for reimbursement for breakfast, authorized personnel must leave home prior to 6:00 a.m. To be eligible for dinner reimbursement, authorized personnel must be unable to reach home prior to 6:00 p.m.

F. RENTAL VEHICLES

1. The County shall pay for or reimburse authorized personnel for the expense of vehicle rental.

2. To qualify for payment or reimbursement of this expense item, authorized personnel shall submit a Claim Voucher for reimbursement to the County Auditor, for approval by the County Board. A receipt from the entity which provided the vehicle, documenting the expense, should be attached to the Claim Voucher.

G. MISCELLANEOUS EXPENSES

1. The County shall pay for or reimburse authorized personnel for parking fees, cab fare, and telephone calls incurred while outside the County of Chisago.

H. HOURS OF WORK

When an employee is required to attend a meeting or training that is off-site from their normal work place, work hours shall be calculated from the point of departure (work site or from the employee's home) whichever is less. In the event that an over night stay is required, work hours will begin when the training starts the next working day.

I. STARTING THE DAY AT A NON-TRADITIONAL WORK SITE

Employee's who need to begin their work day at a non-traditional work site shall inform their supervisor either verbally of in writing.

J. INSURANCE

Employee's shall be required to provide their own personal insurance coverage for vehicles used for County business. The County does not assume responsibility for damage to an employee's vehicle.

K. DRIVERS LICENSE

If an employee will be driving their own personal vehicle or a County owned vehicle in the course of their employment duties, such employee shall possess a valid drivers license. In the event that an employee's driving privileges are revoked or suspended and that employee drives in the course of their job duties, the employee shall notify their Department Head immediately of such revocation or suspension.

L. SEATBELT USAGE

When an employee is on County business driving a County vehicle or their own personal vehicle such employee is required to wear a seat belt.

M. VIOLATIONS OF LAW

While on County business employees are required to follow all traffic laws. Violations of law while on County business are solely the responsibility of the employee. Traffic tickets incurred will be the responsibility of the employee.

N. GENERAL RULES

1. Authorized personnel who have access to vehicles owned by the County shall use those vehicles whenever they are able to do so. If a County-owned vehicle is not available, authorized personnel can use a privately-owned vehicle.

2. Authorized personnel shall rent automobiles only when the cost of such rental is less than alternative methods of transportation and then only if a Department Head has authorized the rental; or, in the absence of a Department Head, the County Administrator has authorized the rental.

3. Travel is allowed only in performing the work of the County or in the betterment of the County.

4. Travel advances shall be allowed pursuant to the provisions of M.S. 471.97, authorized personnel can receive travel advances whenever the Department Head or the County Administrator determines it is reasonable to allow a travel advance.

5. Authorized personnel attending the same functions or event should share transportation and other expenses, including lodging expenses, whenever it is practical to do so.

6. In the case of extended travel, authorized personnel shall take the least expensive method of transportation.

Adopted by the Chisago County Board of Commissioners on April 30, 2003
Amended by the Chisago County Board of Commissioners on March 18, 2009

Recognition Program/Policy

Minnesota Statute §15.46 authorizes the implementation of a county employee recognition program. The establishment of the program and the expenditure of public funds to support the program serve a public purpose in that formal recognition of public employees who make contribution and demonstrate a commitment to the county during the performance of their duties results in higher moral and productivity among all employees. This allows the County to fulfill statutory obligations in a more efficient and cost-effective manner.

- Develop a Chisago County Employee Recognition Committee
- Determine the scale of reward for Milestone Recognition Awards
- Update this policy as necessary by reviewing award plans and amendments for compliance with statute, collective bargaining agreements, compensation plans, and this policy
- Coordinate with Wellness Committee on the Annual Employee Recognition Events

The County currently has approx. $15,000 per year from the Chisago County Vending machines.

Attachments:

- DRAFT Employee Recognition Policy

CHISAGO COUNTY

EMPLOYEE RECOGNITION POLICY

I. PURPOSE

Chisago County establishes a countywide Employee Recognition Program to recognize exemplary employee contributions through consistent and intentional processes. All county employees are eligible for recognition as authorized by the Board and consistent with this policy. The Employee Recognition Program institutes a clear and systematic recognition program to build rapport among employees, acknowledge excellence, and celebrate milestones.

II. AUTHORITY

Minnesota Statute §15.46 authorizes the implementation of a county employee recognition program. The establishment of the program and the expenditure of public funds to support the program serve a public purpose in that formal recognition of public employees who make contribution and demonstrate a commitment to the county during the performance of their duties results in higher moral and productivity among all employees. This allows the County to fulfill statutory obligations in a more efficient and cost-effective manner.

III. SCOPE

This policy applies to all regular full-time employees, all regular part-time employees, and elected officials not including County Commissioners. Chisago County service will be defined as: continuous service, calculated from the date of hire, election, or appointment, adjusted to reflect leaves of absences, etc.

IV. PROGRAM OUTLINE

I. **Annual Employee Recognition Event:** The Chisago County Employee Recognition Committee will hold an annual recognition event to celebrate the years of services and dedication of Chisago County employees for their service to Chisago County. During the annual recognition event, employees celebrating one year, and five-year incremental anniversaries will be recognized with a certificate stating their years of service. Recipients not attending the event will receive their award directly from the Board Chair and/ or the County Administrator.

II. **Milestone Recognition Awards:** Chisago County employees will be presented a milestone recognition award following the date of their anniversary of employment with Chisago County. After the first year, recognition awards will be presented to active employees and elected officials in five-year increments. Award values will be reported as taxable income on the recipients pay statement when applicable by law.

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The employee must be in active status on the date of their relevant anniversary. Retroactive awards will not be provided to employees who have had anniversaries prior to the approval of this policy by the County Board. The type of award provided to employees will be determined by the Employee Recognition Committee with final approval from the County Administrator. In the event that an employee leaves employment at Chisago County and becomes employed with Chisago County again at a later date, their length of service for recognition, not employment purposes, will begin upon the rehire date unless noted otherwise by the County Administrator and Human Resources Director.

III. **Retirement Reception:** The Chisago County Employee Recognition Committee will contribute $100 toward non-alcoholic refreshments (coffee, cake, etc.) for each retirement per event. Retirement receptions are held for employees who are retiring employment, regardless of part-time or full-time status. The retiring employee must have been an employee for Chisago County for 12 months or more, unless approved by the County Administrator and the Human Resources Director. Retiring employees and elected officials may not choose to receive funds in lieu of a retirement reception. Retirement receptions will only be held in the event of a retirement and will not be held for resignations due to other reasons.

IV. **Recognition of Sympathy/ Memorial:** In the event that an active employee or elected official passes away during their tenure, Chisago County will provide up to $100 toward a floral arrangement or memorial gift to the surviving next of kin or appropriate party. If an active employee or elected official experiences the loss of their spouse, child, or stepchild, Chisago County will provide up to $75 toward a floral arrangement or memorial gift to the surviving employee.

V. POLICY

The Chisago County Employee Recognition program is established and operated consistent with the authority set forth in Minnesota Statute §15.46. grants Achievement Awards in accordance with statute, collective bargaining agreements, compensation plans and this policy. The policy must be approved by the Chisago County Board of Commissioners and reevaluated by the Board of Commissioners annually. The Board of Commissioners may review, modify, or discontinue any portion of this policy at any time.

VI. PROCEDURES

- Develop a Chisago County Employee Recognition Committee
- Determine the scale of reward for Milestone Recognition Awards
- Update this policy as necessary by reviewing award plans and amendments for compliance with statute, collective bargaining agreements, compensation plans, and this policy
- Coordinate with Wellness Committee on the Annual Employee Recognition Events

DRAFT

APPENDIX

DRAFT

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 17
Title of Item for Consideration: Setting the Date and Time of the Annual Chisago County Board of Commissioners Organizational Meeting for 2024	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Board/Administration
Previous Action on this Matter: The Board sets the Date and Time of the Annual Organization Meeting every year at the last meeting of the year.	

Background: The Chisago County Board of Commissioners must set the Date and Time of the Annual Organizational meeting.

Minn. Stat. 375.07 MEETINGS; QUORUM "The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on other days and at other locations within the county it prescribes as necessary for the interests of the county. A majority shall constitute a quorum, and no business shall be done unless voted for by a majority of the whole board, but less than a majority may adjourn. Sessions shall be called by a majority of the board and the clerk shall give at least ten days' notice of them to each of the commissioners."

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the date and time of the annual organizational meeting for Tuesday, January 2, 2024 at 9:00 a.m. The recommended motion is as follows:

"Move to approve the date and time of the Annual Organization meeting of January 2nd, 2024 at 9:00 am."

Implications of Action: Approving the Date and Time as recommended, will set the Annual Organization Meeting for January 2nd, 2024 at 9:00 a.m.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

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

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 18
Title of Item for Consideration: 2024 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and 2024 Per Diems for County Commissioners and Volunteers	
Action Requested by: Ben Montzka, Chairperson	***Department:*** Board of Commissioners

Previous Action on this Matter: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for County Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions.

The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees.

Background: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for the Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions.

The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees.

Proposed Resolutions to undertake the above actions are as follows (with notes in *italics*):

- *Proposed* Resolution A – Establishing Commissioners' Salary and Per Diem
- *Proposed* Resolution B – Establishing Salary for Elected Officials and Contracted Employees
- *Proposed* Resolution C – Establishing Per Diem for Volunteers and Citizens Serving on Boards, Committees and Commissions
- *Proposed* Resolution D – Establishing Salary Adjustment for Non-Represented Employees

Attachment(s):

- *Proposed* Resolution A – Establishing Commissioners' Salary and Per Diem
- *Proposed* Resolution B – Establishing Salary for Elected Officials and Contracted Employees
- *Proposed* Resolution C – Establishing Per Diem for Volunteers and Citizens Serving on Boards, Committees and Commissions
- *Proposed* Resolution D – Establishing Salary Adjustment for Non-Represented Employees

Action Requested/Recommended: It is recommended that the Board of Commissioners establish the appropriate salaries and per diems by considering the attached Resolutions. If undertaken as a whole, the following motion is suggested:

"Move to approve via the attached Resolutions the proposed 2024 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2024 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting."

If undertaken separately, the following motions are suggested:

"Move to approve by Resolution the proposed Salary and Per Diem for County Commissioners, as presented [and/or modified], effective January 1st, 2024."

"Move to approve by Resolution the proposed Salary for County Elected Officials and Contracted Employees, as presented [and/or modified], effective January 1st, 2024."

"Move to approve by Resolution the proposed Per Diem rate of $65 for Citizen volunteers and appointees, as presented [and/or modified], effective January 1st, 2024."

"Move to approve by Resolution the proposed wage adjustment for non-represented Employees, effective January 1st, 2024."

Implications of Action: The County Board of Commissioners has the authority and responsibility to annually consider and adjust compensation for Commissioners, elected officials, certain contracted employees, and non-represented employees, as warranted. Other County employees' compensation is established via negotiated labor agreements. The County Board of Commissioners also has the authority and responsibility to annually consider and adjust per diem rates for Commissioner and citizen volunteers.

- **BUDGET** - The identified personnel actions are already included in the County's approved 2023 budget.
- **POLICY** – The identified actions follow County policies with respect personnel actions and Board approval of such.
- **LEGAL** – The recommended annual considerations and actions are in general conformance with all applicable state and federal regulations and statutes regarding such.

Administrator's Recommendation

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

Chisago County
Board of Commissioners

COST OF LIVING ADJUSTMENT FOR NON-UNION EMPLOYEES FOR 2022

RESOLUTION NO. 23/1220-X
AUTHORIZING A COST OF LIVING ADJUSTMENT FOR NON-UNION EMPLOYEES FOR 2022

WHEREAS, the County Board of Commissioners is authorized to establish the pay system for employees under its jurisdiction and is further authorized to adjust said system as it deems appropriate; and

WHEREAS, the County Board of Commissioners has previously approved wage adjustments of 2.0% for represented county employees, effective January 1st, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the county's master wage schedules to be adjusted by 2.0% for non-union employees, not otherwise subject to statutory provisions, consistent with the adjustment made for other represented county employees, and that said adjustment is effective January 1st, 2024.

Chisago County
Board of Commissioners

COMPENSATION FOR VOLUNTEER/CITIZEN COMMITTEES FOR 2023

RESOLUTION NO. 23/1220-X
ESTABLISHING COMPENSATION FOR
VOLUNTEER/CITIZEN COMMITTEES
FOR 2024

BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes the per diem rate of $ 65.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

Chisago County
Board of Commissioners

ESTABLISHING COUNTY COMMISSIONER COMPENSATION AND PER DIEM RATE FOR 2024

RESOLUTION NO. 23/1220-X
ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2024

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that the annual salary to be paid each Chisago County Commissioner for 2024 shall be $ 34,062.95, a 2% increase over 2023;

Note: 2007, 2008 & 2009 salary was $27,419, a 0% increase over 2006

Note: 2010 salary was $26,871, a 2% DECREASE over 2009

Note: 2011 & 2012 salary was $26,871, a 0% increase over 2010

Note: 2013 budget salary was $27,274, a 1.5% increase over 2012

Note: 2014 budget salary was $27,683, a 1.5% increase over 2013

Note: 2015 budget salary was $28,234, a 2% increase over 2014

Note: 2016 budget salary was $28,798, a 2% increase over 2015

Note: 2017 budget salary was $29,662, a 3% increase over 2016

Note: 2018 budget salary was $30,255, a 2% increase over 2017

Note: 2019 budget salary was $31,011, a 2.5% increase over 2018

Note: 2020 budget salary was $31,941.71 a 3% increase over 2019

Note: 2021 budget salary was $32,580.54 a 2% increase over 2020

Note: 2022 budget salary was $33.395.05 a 2.5% increase over 2021

Note: 2023 budget salary was $33.395.05 a 0% increase over 2022

BE IT FURTHER RESOLVED, that Commissioners may receive payment of per diem in the amount of $65.00 for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

Note: 2007 - 2022 per diem rate was $50.00

Note: 2023 proposed per diem rate was $65.00

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties, pursuant to applicable Minnesota statutes and County Policy;

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties
Board of County Commissioners
Budget & Finance Committee (if meeting separately from Board of Commissioners' Meeting)
Chisago County Emergency Preparedness Committee
Chisago County Jail/Law Enforcement Center Building Committee/ Radio Upgrade Project
Chisago Lakes Joint Sewer Commission
Chisago/Isanti Heartland Express Joint Powers Transit Board
Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force
Chisago County Maintenance and Facilities Committee
Chisago County Technology Committee
East Central Regional Library Board
East Central Solid Waste & 2-County Landfill, Recycling
ECRDC; *(PLUS, Subcommittees) – Central MN Council on Aging and Metro Area Transportation*
EMS Task Force
UofMN Extension Committee
Health & Human Services Committee of the Whole (if meeting separately from Board of Commissioners' Meeting)
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Relations/Personnel/Insurance Committee

Joint Job Training Board *(PLUS, Subcommittees) – CMJTS, Inc. Operations Committee, WIB Executive Committee, Workforce Development Committee*
Lakes & Pines Board; *(PLUS, Subcommittee) - Negotiations*
Law Library, Court Liaison
Legislative Committee – Mileage ONLY, NO Per Diems (Per Diems if meeting as Committee of the Whole separately from Board of Commissioners' Meeting)
Library Service Delivery and Collaboration Group (Greater Minnesota/AMC)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB); *(PLUS, Subcommittes) – Executive & Radio Cost Allocation Committee*
NACO – Mileage ONLY, NO Per Diems
Parks Board
Planning Commission
Public Health Commission
One Watershed One Plan
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole (if meeting separately from Board of Commissioners' Meeting); *(PLUS, Subcommitte) – East Metro Transportation*
So. Center/So. Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association (CCATO)
Water Plan Policy Team

Chisago County
Board of Commissioners

ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE SALARIES

RESOLUTION NO. 23/1220-X
ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE SALARIES

WHEREAS, M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator; and

WHEREAS, the salaries of said elected officials are exempt from the provisions of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and County Administrator, are not exempt from the provisions of the Minnesota Pay Equity Act; but all do remain within the prerogative of the County Board to establish, and

WHEREAS, this Board has considered the relevancy of these salaries to other management salaries within the County and to the salaries of comparable positions in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salaries for the County's elected officials in the following amounts effective January 1, 2024,:

	2023	2024
County Sheriff	$151,897.89	$160,357.89
County Attorney	$151,897.89	$160,357.89

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the Chief Deputy Sheriff in the following amount effective January 1, 2024:

	2023	2024
Chief Deputy	$138,087.89	$145,779.39

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the County Administrator in the following amount effective January 1, 2024:

	2023	2024
County Administrator	$154,750.89	$163,370.51

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 19
Title of Item for Consideration: ARPA – Broadband Grant – East Central Electric	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The Chisago County Board of Commissioners have allocated $2,000,000 of their total $10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting.

The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service.

Projects must be "substantially complete", and funds must be expended by December 31, 2026.

The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpower lines (BPL).

East Central Electric is requesting $200,000 in County ARPA Broadband Grant funding. The total cost of the East Central Electric project in Chisago County is $2,656,731. When completed, this project will provide broadband service to 203 passages.

***Attachment(s)*:**

- East Central Electric ARPA Broadband Grant Application

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County ARPA Broadband Grant application for East Central Electric at the amount requested, $200,000. The following motion is suggested as follows:

"Move to approve the ARPA Broadband Grant application for East Central Electric at the amount requested, $200,000."

Implications of Action: If the grant application is approved the County will be assisting East Central Electric in providing fiber internet access to 203 passings in Chisago County.

Budget/Financial Implications: $200,000 of Chisago County ARPA Broadband Grant funds. There is no direct budget or levy impact.

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

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

Chisago County
ARPA Broadband Grant Program

Background/Purpose/Goal

The Chisago County Board of Commissioners have allocated a total of $2,000,000 of their total ARPA allocation to expand broadband internet access to the cities, townships, and broadband providers within Chisago County. There is a cap of $200,000 per project/community, however the $2,000,000 is subject to change at the discretion of the Board of Commissioners depending on interest in the program. The purpose of the program is to assist with financing for broadband infrastructure to unserved or underserved areas within Chisago County, so more residents of Chisago County can access high speed, reliable and affordable internet.

The Chisago County ARPA Broadband Grant Program is a 1:1 matching grant for the expansion of high-speed broadband within Chisago County.

Who is eligible?

Any Chisago County city, township or broadband provider is eligible to apply.

What areas are eligible?

Any unserved or underserved area located within Chisago County. For purposes of an ARPA Broadband Grant, an unserved or underserved household or business is one that is not currently served by a wireline connection that delivers a reliable broadband service with a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps). This also includes any area with lack of broadband and lack of reliable service.

What projects are eligible?

Only areas qualifying as unserved, or underserved are eligible for grant funding. However, an applicant may choose to present information on a larger project area to demonstrate context and sustainability of the proposal. The ARPA Broadband Matching Grant program has no minimum project size. The project may be as small as one house or one business if it qualifies as an unserved or underserved area.

For example, an applicant could request grant funds for a small project intended to address a service anomaly in an urban or suburban area that a provider has not been able to address to date due to cost. Upon project completion service shall reliably meet or exceed upload and download speeds of 100 Mbps unless it is impractical due to geography, topography, or excessive costs. In which, case 100 Mbps download speeds and 20 Mbps upload speeds are required.

What do the project's cost?

Recipients may use County ARPA Broadband Grant Program Funds to cover limited costs incurred for eligible projects pre-engineering, purchase of materials, labor costs, and community engagement. The purpose of the grant program is to assist in the costs of deploying the middle mile or last mile network. Ongoing maintenance

costs would not be eligible costs under the grant program. The funds may not be used to reimburse already served individuals or broadband providers for projects already completed.

Deadline

Applications are accepted on a rolling basis until the County Board's allocation has been depleted or ARPA funding can no longer be spent due to Federal law.

Contact

Chase Burnham, Chisago County Administrator
651-213-8877
chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer
651-213-8509
bridgitte.konrad@chisagocountymnm.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer
651-213-8501
kristin.waddell@chisagocountycountymn.gov

Chisago County
ARPA Broadband Grant Program

APPLICATION

Application must be completed in full to be considered

APPLICANT: East Central Energy

Address: 412 Main Avenue N

Primary Contact Person: Ty Houglum

Primary Contact Email: ty.houglum@ecemn.com

Primary Contact Title: Vice President, Chief Information Officer

Secondary Contact Person: Dennis Rice

Secondary Contact Title: Broadband Manager

Secondary Contact E-Mail: dennis.rice@ecemn.com

Federal Tax Identification Number: 41-0480748

ARPA Broadband Grant Program Funds:

Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

East Central Energy would aply the ARPA funds from Chisago County to build over 34 miles of fiber that would deliver high-speed, reliable internet service to 203 passings in Chisago County (see attached map). These locations currently only have access to wireline service below 100/20 according to most recent data. ECE is deploying a Fiber-to-the-Premise model, with service tiers that offer members 100/100 Mbps, 250/250 Mbps, and 1/1 Gbps speeds.

Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

Professional Services & Engineering	$380,526
Construction - Labor:	$1,278,369
Construction - Materials:	$329,658
Other Capex:	$464,486
Network Equipment (incl. engineering and labor):	$168,597
Customer Equipment:	$20,830
Customer Install:	$14,264
Total:	$2,656,731

ECE is requesting funding for 10% of the total project cost, or $265,673. We also know that these funds are in high demand and any assistance from the County with our project would be helpful and appreciated.

ACKNOWLEGEMENT:

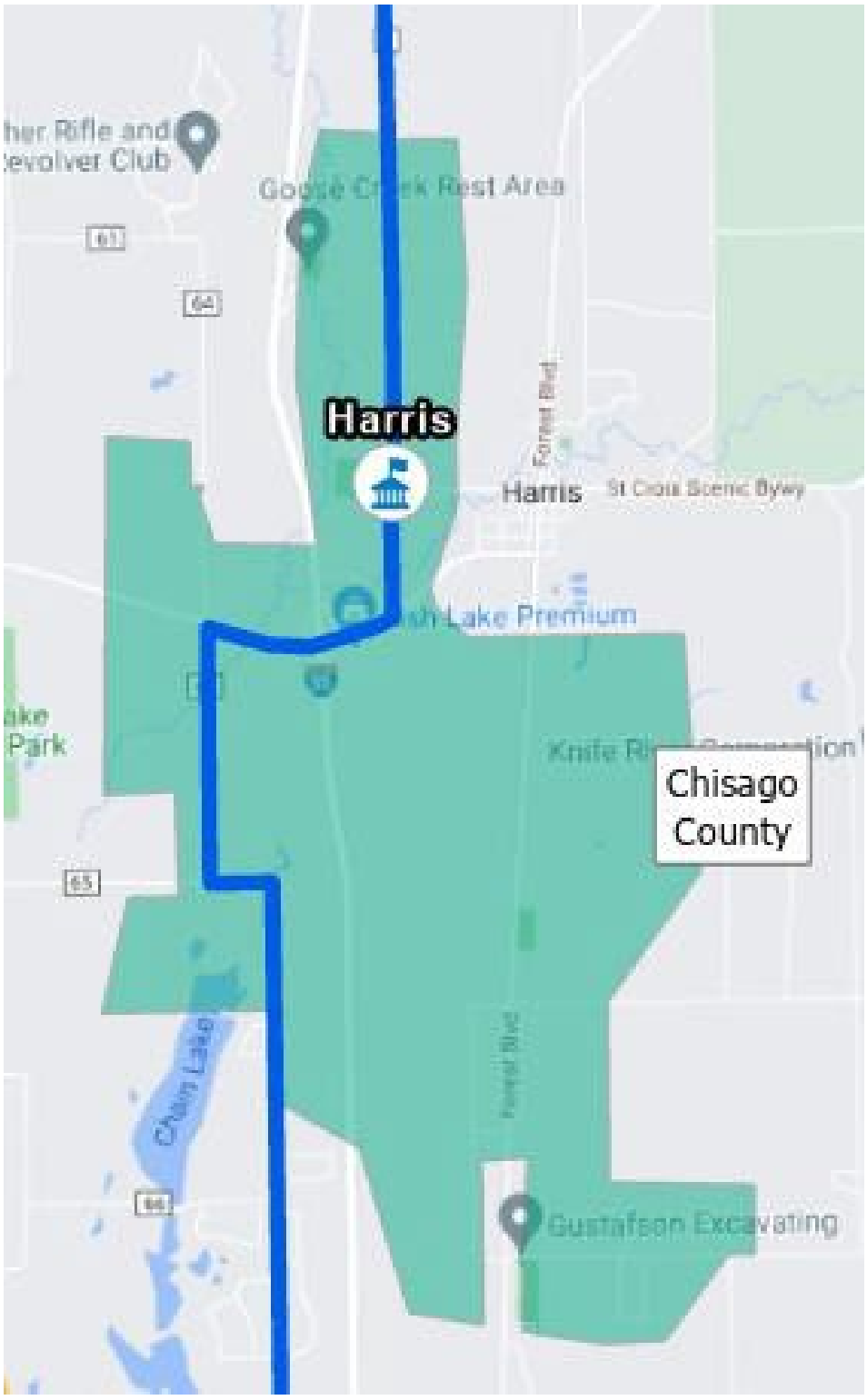
I hereby certified that this application for Chisago County's ARPA Broadband Grant Program is true and accurate to the best of my knowledge.

Ty Houglum VP / CIO
Ty Houglum VP / CIO (Dec 5, 2023 09:10 CST)

Applicant Contact Person

Dec 5, 2023

Signature Date


Harris
Chisago County
Gustafson Excavating

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 20
Title of Item for Consideration: Earned Safe and Sick Time Policy Adoption	
Action Requested by: Karen Gates, Human Resource Director	***Department:*** Human Resources
Previous Action on this Matter: None.	

Background: Effective January 1, 2024, the County is required to have a "Earned Sick and Safe Time" policy. The policy is paid time off employers must provide to employees in Minnesota that can be used under certain circumstances as detailed below. ESST applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the County.

Under the proposed policy, Chisago County will designate the first 48 hours of sick time used to be recorded as ESST. ESST may be used as it is accrued in the smallest increment of time tracked by the County's payroll system (15 minutes).

***Attachment(s)*:**

- Proposed Earned Safe and Sick Time Policy

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Earned Sick and Safe Time (ESST) Policy. The following motion is suggested:

"Move to approve the Chisago County Earned Sick and Safe Time (ESST) Policy."

Implications of Action: By approving the policy, the County will be in compliance with State law.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Earned Sick and Safe Time (ESST)

Effective January 1, 2024, "Earned Sick and Safe Time" is paid time off employers must provide to employees in Minnesota that can be used under certain circumstances as detailed below. ESST applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the County.

Chisago County defines a calendar year from January 1 through December 31.

(a) Earned Sick and Safe Leave Use

Chisago County will designate the first 48 hours of sick time used to be recorded as ESST. ESST may be used as it is accrued in the smallest increment of time tracked by the County's payroll system (15 minutes).

ESST can be used for the following circumstances:

- An employee's own:
  - Mental or physical illness, injury or other health condition
  - Need for medical diagnosis, care or treatment, of a mental or physical illness
  - Injury or health condition
  - Need for preventative care
  - Closure due to weather or other public emergency
  - The employee's inability to work or telework because the employee is prohibited from working by the County due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the County has requested a test or diagnosis
  - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
    - Obtain services from a victim services organization
    - Obtain psychological or other counseling
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Care of a family member:
  - With mental or physical illness, injury or other health condition
  - Who needs medical diagnosis, care or treatment of a mental or physical illness
  - Injury or other health condition
  - Who needs preventative medical or health care
  - Whose school or place of care has been closed due to weather or other public emergency

- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

(b) For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

(c) Advance Notice for use of Earned Sick and Safe Leave

Chisago County requires seven days' advance notice when possible (e.g., when an employee has a medical appointment scheduled, etc.), before using ESST. An employee should contact their manager by written notice (via email) to indicate the date they will be using ESST and for how much time. Chisago County may deny the request for use of ESST for the appointment because the foreseeable notice was not provided 7 days in advance.

If the need is unforeseeable, employees should contact their manager by phone or email as soon as they know they will be missing work.

When an employee uses ESST for more than three consecutive shifts, the County may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). If the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time (15 days or less) or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose.

The County will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. If specific medical information is received, the County will maintain this information as confidential as we would with any other private and protected medical information.

Per the statute, employees may request the County to destroy or return records under Earned Sick and Safe Leave that are older than three years prior to the current calendar year.

(d) Rate of Pay

ESST is paid at the same hourly rate as an employee earns from employment.

(e) Earning ESST Hours

ESST begins to accrue on January 1, 2024. Current employees who currently accrue sick hours earn hours beyond the ESST rate and will be able to use hours from accrued sick banks.

ESST accrues at a rate of 1 (one) hour for every 30 (thirty) hours worked, up to a maximum of 48 hours in a calendar year. The law does not require ESST hours to accrue when an employee is not working (e.g., on leave).

(f) Carry Over of Earned Sick and Safe Leave

Employees may carry over accrued but unused ESST into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.

(g) Prohibition of Retaliation

The County shall not discipline, discriminate or otherwise retaliate or discriminate against an employee for asserting or exercising rights under ESST; informing others of their rights to use ESST, making a complaint or filing an action to enforce ESST rights; participating in an investigation or hearing related to the use of ESST or a claim of retaliation.

(h) Benefits and return to work protections

During an employee's use of ESST, an employee will continue to receive the County's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

(i) Termination of Employment

There is no requirement under the statute to pay out any accrued, unused ESST upon departure from County employment.

When there is a separation from employment with the County and the employee is rehired again within 180 days of separation, previously accrued unused Earned Sick and Safe Leave will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 21
Title of Item for Consideration: Axon Quote for Sheriff's 2 Interview Rooms	
Action Requested by: Jon Eckel, Director	***Department:*** Enterprise Services
Previous Action on this Matter: Included in the proposed 061 2024 budget	

Background: This is a quote obtained by the Sheriff's Office for replacement video and audio recording systems for their 2 interview rooms. The vender has stated that the costs will go up if the quote is not approved at this time.

***Attachment(s)*:**

- Axon Quote

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents purchase the replacement recording equipment for the Sheriff's Office interview rooms from Axon Enterprise, inc. The following motion is suggested:

"Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the replacement equipment from Axon for the Sheriff's interview rooms (2)".

Implications of Action: This contract will provide the required hardware and software to upgrade the 2 existing interview rooms in the Sheriff's Office, quote was obtained by the Sheriff's Office staff.

Budget/Financial Implications: The total value of the contract is $55,685.99 over five years, the yearly budget impact is $11,137.19 which is included in the proposed 2024 061 budget.

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

Administrator's Recommendation

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

From: Justin A. Wood
Sent: Monday, December 4, 2023 10:03 AM
To: Andrew J. Mahowald; Jon M. Eckel; Dennis C. Wilton
CC: Derek D. Anklan
Subject: RE: AXON Interview
Attachments: Q-466250-45260.646NB.pdf

Jon, I had a conference call with AXON last week and they guaranteed we will not receive a bill until summer of 2024 for the interview room cameras. They are willing to put that on paper if you need it. The pricing provided by AXON in the attached quote, if not signed, will change after Jan 1st. I know we talked about this at our recent meeting with the Auditor Office, but I wanted to share my conversation with AXON with you.

Thanks

Justin Wood | Chief Deputy
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Justin.Wood@chisagocountymn.gov
Phone: 651-213-6302

'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

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

From: Andrew J. Mahowald <Andrew.Mahowald@chisagocountymn.gov>
Sent: Monday, December 4, 2023 9:33 AM
To: Justin A. Wood <Justin.Wood@chisagocountymn.gov>; Jon M. Eckel <Jon.Eckel@chisagocountymn.gov>; Dennis C. Wilton <Dennis.Wilton@chisagocountymn.gov>
Subject: Fwd: AXON Interview

FYI - if I can't get this document signed by Jan 1, pricing goes up for AXON interview, so I'd like to get this all buttoned up before then, if at all possible.

Get Outlook for iOS

Andrew Mahowald | Captain, Administration Division
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Andrew.Mahowald@chisagocountymn.gov
Phone: 651-213-6303

'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

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

From: Nick Butier <nbutier@axon.com>
Sent: Monday, December 4, 2023 9:30:57 AM
To: Andrew J. Mahowald <Andrew.Mahowald@chisagocountymn.gov>
Subject: FW: AXON Interview

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

Hi Captain,

One important note I think we've went over before: prices will go up on Jan 1. If you have to wait until after January please reach out after so I can update price.

Thanks!

NICK BUTIER
Axon/TASER Account Executive

Phone: 480.845.0140
24/7 Support: 800.978.2737
Axon

From: Nick Butier <nbutier@axon.com>
Date: Thursday, November 30, 2023 at 8:33 AM
To: Andrew J. Mahowald <Andrew.Mahowald@chisagocountymn.gov>
Subject: Re: AXON Interview

Hi Captain,

Not a problem. I'm on your schedule.
I attached the updated quote here. I'll just need a signature to get you in the queue.
What's the process from here on your side?

NICK BUTIER
Axon/TASER Account Executive

Phone: 480.845.0140
24/7 Support: 800.978.2737
Axon

From: Andrew J. Mahowald <Andrew.Mahowald@chisagocountymn.gov>
Date: Tuesday, November 28, 2023 at 2:33 PM
To: Nick Butier <nbutier@axon.com>
Subject: AXON Interview

Good afternoon, Nick –

Could I please bug you one last time to get an updated quote on outfitting our two interview rooms with the AXON interview in the same payment format that we were quoted previously? It has finally passed everything and our IT services, who is now on the hook for payment for all things AXON, is looking for a final quote and then I should be able to sign off in very short order.

Thanks so much for your patience on this. The slow turning wheels of government are insanely frustrating.

Andrew Mahowald | Captain, Administration Division
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Andrew.Mahowald@chisagocountymn.gov
Phone: 651-213-6303

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-466250-45260.647NB

Issued: 11/30/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 112441
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Chisago County Sheriff's Office-15230 Per Rd 15230 Per Rd Center City, MN 55012-7726 USA	Chisago County Sheriff's Office - MN 15230 Per Rd Center City MN 55012-7726 USA Email: 41-6005772

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brett Turbeville Phone: Email: brett.turbeville@chisagocountymn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$55,685.99
ESTIMATED TOTAL W/ TAX	$55,685.99

Discount Summary

Average Savings Per Year	$1,360.40
TOTAL SAVINGS	$6,802.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	$11,137.19	$0.00	$11,137.19
May 2025	$11,137.20	$0.00	$11,137.20
May 2026	$11,137.20	$0.00	$11,137.20
May 2027	$11,137.20	$0.00	$11,137.20
May 2028	$11,137.20	$0.00	$11,137.20
Total	**$55,685.99**	**$0.00**	**$55,685.99**

Quote Unbundled Price:	**$62,487.99**
Quote List Price:	**$62,487.99**
Quote Subtotal:	**$55,685.99**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	INTERVIEW - IO RED LED	2			$33.33	$33.33	$66.66	$0.00	$66.66
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2			$64.00	$64.00	$128.00	$0.00	$128.00
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1			$132.00	$132.00	$132.00	$0.00	$132.00
74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1			$238.67	$238.67	$238.67	$0.00	$238.67
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1			$244.01	$244.01	$244.01	$0.00	$244.01
50258	INTERVIEW - IO MODULE CABINET	1			$346.67	$346.67	$346.67	$0.00	$346.67
50267	INTERVIEW - IO MODULE	1			$564.00	$564.00	$564.00	$0.00	$564.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$233.35	$233.35	$233.35	$0.00	$233.35
50298	INTERVIEW - CAMERA - OVERT DOME	1			$964.00	$964.00	$964.00	$0.00	$964.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			$1,409.02	$1,409.02	$1,409.02	$0.00	$1,409.02
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3			$233.35	$233.35	$700.05	$0.00	$700.05
50114	INTERVIEW - CAMERA - COVERT SENSOR	3			$385.93	$385.93	$1,157.79	$0.00	$1,157.79
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3			$619.59	$619.59	$1,858.77	$0.00	$1,858.77
50322	INTERVIEW - TOUCH PANEL PRO	2			$2,987.48	$2,987.48	$5,974.96	$0.00	$5,974.96
50294	INTERVIEW - SERVER - LITE	2			$3,384.00	$3,384.00	$6,768.00	$0.00	$6,768.00
A la Carte Software									
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2			$1,500.00	$600.00	$1,200.00	$0.00	$1,200.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	60		$25.00	$12.50	$1,500.00	$0.00	$1,500.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			$1,750.00	$875.00	$1,750.00	$0.00	$1,750.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.20	$14.60	$1,752.00	$0.00	$1,752.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	60		$107.41	$107.41	$12,889.20	$0.00	$12,889.20
A la Carte Services									
50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1			$500.00	$500.00	$500.00	$0.00	$500.00
50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1			$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2			$5,950.00	$5,950.00	$11,900.00	$0.00	$11,900.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	2	49		$24.58	$24.58	$2,408.84	$0.00	$2,408.84
Total							**$55,685.99**	**$0.00**	**$55,685.99**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	05/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	05/01/2024
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	05/01/2024
A la Carte	50258	INTERVIEW - IO MODULE CABINET	1	05/01/2024
A la Carte	50265	INTERVIEW - IO RED LED	2	05/01/2024
A la Carte	50267	INTERVIEW - IO MODULE	1	05/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	05/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	1	05/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	2	05/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	05/01/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	05/01/2024
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	05/01/2024
A la Carte	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	06/01/2024	05/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	06/01/2024	05/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2024	05/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2024	05/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1
A la Carte	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	2	05/01/2025	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.85	$0.00	$2,577.85
1	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
1	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
1	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
1	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
1	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
1	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
1	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
1	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
1	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
1	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
1	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.19**	**$0.00**	**$11,137.19**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
2	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
2	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
2	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
2	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
2	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
2	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
2	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
2	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
2	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
2	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
2	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
2	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
2	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
3	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
3	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
3	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
3	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
3	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
3	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
3	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
3	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
3	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
3	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
3	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
3	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
3	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
3	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
4	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
4	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
4	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
4	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
4	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
4	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
4	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
4	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
4	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
4	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
4	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
4	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
4	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
4	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
5	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
5	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
5	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
5	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
5	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
5	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
5	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
5	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
5	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
5	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
5	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
5	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80

May 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
5	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
5	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/30/2023



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-466250-45260.647NB

Issued: 11/30/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 112441
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Chisago County Sheriff's Office-15230 Per Rd 15230 Per Rd Center City, MN 55012-7726 USA	Chisago County Sheriff's Office - MN 15230 Per Rd Center City MN 55012-7726 USA Email: 41-6005772

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brett Turbeville Phone: Email: brett.turbeville@chisagocountymn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$55,685.99
ESTIMATED TOTAL W/ TAX	$55,685.99

Discount Summary

Average Savings Per Year	$1,360.40
TOTAL SAVINGS	$6,802.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	$11,137.19	$0.00	$11,137.19
May 2025	$11,137.20	$0.00	$11,137.20
May 2026	$11,137.20	$0.00	$11,137.20
May 2027	$11,137.20	$0.00	$11,137.20
May 2028	$11,137.20	$0.00	$11,137.20
Total	**$55,685.99**	**$0.00**	**$55,685.99**

Quote Unbundled Price:	**$62,487.99**
Quote List Price:	**$62,487.99**
Quote Subtotal:	**$55,685.99**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	INTERVIEW - IO RED LED	2			$33.33	$33.33	$66.66	$0.00	$66.66
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2			$64.00	$64.00	$128.00	$0.00	$128.00
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1			$132.00	$132.00	$132.00	$0.00	$132.00
74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1			$238.67	$238.67	$238.67	$0.00	$238.67
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1			$244.01	$244.01	$244.01	$0.00	$244.01
50258	INTERVIEW - IO MODULE CABINET	1			$346.67	$346.67	$346.67	$0.00	$346.67
50267	INTERVIEW - IO MODULE	1			$564.00	$564.00	$564.00	$0.00	$564.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$233.35	$233.35	$233.35	$0.00	$233.35
50298	INTERVIEW - CAMERA - OVERT DOME	1			$964.00	$964.00	$964.00	$0.00	$964.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			$1,409.02	$1,409.02	$1,409.02	$0.00	$1,409.02
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3			$233.35	$233.35	$700.05	$0.00	$700.05
50114	INTERVIEW - CAMERA - COVERT SENSOR	3			$385.93	$385.93	$1,157.79	$0.00	$1,157.79
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3			$619.59	$619.59	$1,858.77	$0.00	$1,858.77
50322	INTERVIEW - TOUCH PANEL PRO	2			$2,987.48	$2,987.48	$5,974.96	$0.00	$5,974.96
50294	INTERVIEW - SERVER - LITE	2			$3,384.00	$3,384.00	$6,768.00	$0.00	$6,768.00
A la Carte Software									
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2			$1,500.00	$600.00	$1,200.00	$0.00	$1,200.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	60		$25.00	$12.50	$1,500.00	$0.00	$1,500.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			$1,750.00	$875.00	$1,750.00	$0.00	$1,750.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.20	$14.60	$1,752.00	$0.00	$1,752.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	60		$107.41	$107.41	$12,889.20	$0.00	$12,889.20
A la Carte Services									
50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1			$500.00	$500.00	$500.00	$0.00	$500.00
50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1			$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2			$5,950.00	$5,950.00	$11,900.00	$0.00	$11,900.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	2	49		$24.58	$24.58	$2,408.84	$0.00	$2,408.84
Total							**$55,685.99**	**$0.00**	**$55,685.99**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	05/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	05/01/2024
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	05/01/2024
A la Carte	50258	INTERVIEW - IO MODULE CABINET	1	05/01/2024
A la Carte	50265	INTERVIEW - IO RED LED	2	05/01/2024
A la Carte	50267	INTERVIEW - IO MODULE	1	05/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	05/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	1	05/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	2	05/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	05/01/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	05/01/2024
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	05/01/2024
A la Carte	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	06/01/2024	05/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	06/01/2024	05/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2024	05/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2024	05/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1
A la Carte	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	2	05/01/2025	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.85	$0.00	$2,577.85
1	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
1	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
1	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
1	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
1	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
1	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
1	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
1	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
1	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
1	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
1	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.19**	**$0.00**	**$11,137.19**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
2	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
2	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
2	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
2	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
2	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
2	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
2	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
2	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
2	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
2	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
2	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
2	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
2	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
3	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
3	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
3	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
3	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
3	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
3	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
3	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
3	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
3	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
3	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
3	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
3	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
3	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
3	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
4	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
4	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
4	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
4	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
4	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
4	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
4	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
4	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
4	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
4	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
4	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
4	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80
4	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
4	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	$240.00	$0.00	$240.00
5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	$300.00	$0.00	$300.00
5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$350.00	$0.00	$350.00
5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$350.40	$0.00	$350.40
5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	$2,577.86	$0.00	$2,577.86
5	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	$231.56	$0.00	$231.56
5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$46.67	$0.00	$46.67
5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$140.01	$0.00	$140.01
5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$371.75	$0.00	$371.75
5	50221	INTERVIEW - SWITCH - 24 PORT POE	1	$281.80	$0.00	$281.80
5	50258	INTERVIEW - IO MODULE CABINET	1	$69.33	$0.00	$69.33
5	50265	INTERVIEW - IO RED LED	2	$13.33	$0.00	$13.33
5	50267	INTERVIEW - IO MODULE	1	$112.80	$0.00	$112.80
5	50294	INTERVIEW - SERVER - LITE	2	$1,353.60	$0.00	$1,353.60
5	50298	INTERVIEW - CAMERA - OVERT DOME	1	$192.80	$0.00	$192.80
5	50322	INTERVIEW - TOUCH PANEL PRO	2	$1,194.99	$0.00	$1,194.99
5	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	$200.00	$0.00	$200.00
5	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	$100.00	$0.00	$100.00
5	50448	EXT WARRANTY, INTERVIEW ROOM	2	$481.77	$0.00	$481.77
5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.60	$0.00	$25.60
5	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$48.80	$0.00	$48.80

May 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
5	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	$26.40	$0.00	$26.40
5	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	$47.73	$0.00	$47.73
5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$2,380.00	$0.00	$2,380.00
Total				**$11,137.20**	**$0.00**	**$11,137.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/30/2023



Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** 22
Title of Item for Consideration: Professional/Technical Services Contract between Chisago Lakes Achievement Center	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a contract with Chisago Lakes Achievement Center dated January 1, 2022 through December 31, 2023	
Background: Chisago Lakes Achievement Center provides Day support services, Employment development services, Employment exploration services, Competitive, integrated employment, Employment support services, prevocational services, and Transportation to eligible clients with Developmental Disabilities, Serious, Persistent Mental Illness and Traumatic Brain Injury. The Medicaid population is largely supported by Medicaid waivers. In select cases, Chisago County Health & Human Services purchases a limited amount of these services for eligible consumers. ***Attachment(s)*:** • Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County. The suggested motion is as follows: ***"Move to approve the Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County."***	
***Implications of Action*:** Board approval at tonight's meeting will authorize Health & Human Services to purchase Day support services, Employment development services, Employment exploration services, Competitive, integrated employment, Employment support services, prevocational services, and Transportation from the Chisago Lakes Achievement Center for eligible populations. ***Budget/Financial Implications*:** Budgeted, county levy dollars used in select situations. ***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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
CHISAGO LAKES ACHIEVEMENT CENTER and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Chisago Lakes Achievement Center, 10985 Lake Blvd., Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02, and 245.461 to 245.486 is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Day support services, Employment development services, Employment exploration services, Competitive, integrated employment, Employment support services, prevocational services, and Transportation to clients with Developmental Disabilities, Serious, Persistent Mental Illness (SPMI), Traumatic Brain Injury and/or Elderly, and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2024 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until December 31, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES**.

A. CONTRACTOR agrees to provide the following services:

1.Day support services: Individualized, community-based training and support services that help a person develop and maintain essential and personally enriching life skills so they can access and participate in activities they prefer in their community.

2.Employment development services: Individualized services designed to help a person achieve competitive, integrated employment, become self-employed or establish a microenterprise business in their community.

Plan phase

The plan phase (T2019 U1) helps the person plan their work goals and discover personal strengths, interests and conditions for employment. The plan phase includes the following excepted outcomes, as part of E1MN agreements to support people as they transition between VRS/SSB and waiver programs.

Find phase

The find phase (T2019 U8) helps the person search for and obtain competitive, integrated employment or develop a microenterprise business when VRS/SSB is not available. For information and resources to help connect people with VRS/SSB

3.Employment exploration services: Services that help a person gain a better understanding of competitive, integrated employment opportunities in their community. Exploration activities and experiences strengthen a person's knowledge, interests and preferences so they can make informed decisions about competitive employment. Employment exploration includes:

- Individualized educational activities
- Learning opportunities
- Work experiences
- Additional related services identified in the person's coordinated services and supports plan (CSSP).

4.Competitive, integrated employment: Employment that pays a minimum wage or an industry standard, customary or prevailing wage with comparable benefits (e.g., health insurance, leave time, etc.).

Employment exploration services can be delivered through remote support. Services delivered through remote support must meet all the requirements listed on **CBSM – Remote support.**

5.Employment support services: Individualized services and supports that help people maintain paid employment in community businesses/settings. Employment support services occur in integrated community settings.

6.Prevocational services: Work-skills training and support services that advance people toward competitively paid employment in community jobs. Prevocational services focus on strengthening people's fundamental work skills and achieving their individualized work-skill goals through meaningful work experiences and vocational training.

7.Transportation: Provision of travel and escort to and from community resources and facilities.

PROVIDER STANDARDS

a. Day support services, Employment development services, Employment exploration services, Competitive, integrated employment, Employment support services, prevocational services, and Transportation:

Payments will be made only to those entities or persons that meet the current licensure requirements of Minn. Stat. chapter 245D as an intensive support service provider.

Providers licensed under 245D must report all uses of controlled procedures, emergency use of manual restraint and prohibited procedures according to Minn. Stat. 245D.06, subd. 5 to DHS via the Behavioral Intervention Report Form DHS-5148 (PDF).

Minnesota Stat. 245C requires all licensed programs to conduct background studies.

b. Transportation Provider Standards:
Providers of common carrier transportation are bus, taxicab, other commercial carrier, private automobile, or a county owned or leased vehicle. Private individuals may be designated to provide transportation when they meet the consumer's needs and preferences in a cost effective manner. Drivers must have a valid driver's license and adequate insurance coverage. Providers of special transportation, not excluded in Minnesota Statutes, section 174.30, must be certified by the Minnesota Department of Transportation under Minnesota Statutes, sections 174.29 to 174.30. (Common carrier transportation is reimbursed by the county of financial responsibility; special transportation for medical appointment(s) not covered under this agreement is billed directly to MA.)

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

Service	Rate	Program Code
Day support services (15 min)		T2021 UC
Employment development services, find (15 min)		T2019 U8
Employment development services, plan (15 min)		T2019 U1
Employment exploration services (15 min)		T2019 U2
Employment exploration services, remote (15 min)		T2019 U2 U4
Employment support services (group) – (15 min)		T2019 HQ
Employment support services (individual) – (15 min)		T2019 U9
Prevocational services (15 min)		T2047
Prevocational services (daily)		T2014 UC
Waiver transportation (one way trip)	$22	T2003 UC

These services are framework services. The lead agency uses the Rate Management System (RMS) to determine rates.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. Final invoices for the calendar year should be sent by the 10th day of the last month of that calendar year.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative,

and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

IV. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Cheryl Du Charme, Executive Director
Address:	10985 Lake Blvd., Chisago City, MN 55013
Telephone:	651-257-6709 #26
E-Mail:	cheryl@clachieve.org

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. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

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

VIII. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

IX. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

X. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability

amount of $1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.

E. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation , pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

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

XII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors

and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. CONTRACTOR: CHISAGO LAKES ACHIEVEMENT CENTER
CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Title: Cheryl Du Charme, Executive Director
Date:

2. COUNTY OF CHISAGO:
APPROVED

Signed:
Title: Ben Montzka, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Chisago Lakes Achievement Center. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).

B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.

C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;

D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
   (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
   (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
   (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. Term and Termination.

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 23
Title of Item for Consideration: Professional/Technical Services Contract between Pam Bates and Chisago County	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None	

Background: Under the supervision of the Community Health Services Administrator, Chisago County public health division, Pam Bates will be conducting training for the disease prevention coordinator, and support staff. Pam will provide training, enhance surveillance and lessons learned from Covid -19, and provide education for the Chisago County Public Health Department in coordination with the Public Health Administrator, Chisago County Human Resources as needed or required.

***Attachment(s)*:**

- Professional/Technical Services Contract for Pam Bates

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Professional/Technical Services Contract between Pam Bates and Chisago County. The suggested motion is as follows:

"Move to approve the Professional/Technical Services Contract between Pam Bates and Chisago County."

Implications of Action: Approval of this contract will allow Pam to provide training, education and development in coordination with the Public Health Administrator, Public Health Planner and Chisago County Human Resources as needed.

Budget/Financial Implications: The funds for this position will be paid out from the Work Force Development Grant.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Pamela Bates and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Pamela Bates, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time-to-time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, to provide Assessment, planning, implementation, evaluation and training on disease prevention and control.

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on December 22, 2023, **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until April 1, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **PARTIES DUTIES**. The PARTIES will:

A. CONTRACTOR DUTIES:
1. Train Disease Prevention Coordinator and supporting staff on,
   a. Enhancing disease surveillance, evaluate lessons learned from COVID-19 and implement plans to address gaps in ongoing monitoring and response.
   b. Provide education on Integration of disease prevention work with emergency preparedness in response to infectious disease outbreak. Provide recommendations to improve collaboration and or policy, procedures, and plans.
   c. Evaluating and train on current policies, systems, and resources that are in place to support infectious disease prevention and control. Provide recommendations on changes for improvement.
   d. Educate on appropriate response to infectious disease outbreaks and conducting investigations, with specific focus on TB.
   e. Assess department opportunities for improving analysis of data and monitoring for infectious disease patterns and trends, including local vaccine rates, gaps in access, and Provide recommendations on improvement process.
   f. Review Disease Prevention Common Framework. Evaluate and provide recommendations on areas needing improvement.

B. COUNTY DUTIES:
   1. County will provide project oversight.
   2. County will provide paper, printing, and postage when applicable for program projects.

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

1. The total obligation of the County for all compensation and reimbursement to the Contractor will be $60/hr and shall not exceed: three thousand dollars [$3,000] for the term of this contract.
2. Compensation payable as follows:
   a. Monthly reimbursement payable within 20 days of submitting a monthly invoice with total hours to the CHS Administrator.
   b. Contractor will submit an invoice along with the monthly reports to the CHS Administrator that includes hours worked on each strategy, evaluation, and communication.

B. Terms of Payment.
   1. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule, or regulation.

IV. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651) 213-5664
E-Mail:	Robert.Benson@Chisagocounty.us
Fax:	(651) 213-5685

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Pamela Bates
Address: On file at the County
Telephone: On file at the County
E-Mail: On file at the County

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County or Contractor at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.

C. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

D. 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.

E. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

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

VIII. **COMPLIANCE WITH APPLICABLE LAWS/STANDARDS**. The Contractor shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein. The parties shall comply with all federal, state, and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance, and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

IX. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives, and employees harmless from any, and all claims or causes of action, including all attorneys' fees incurred

by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

X. **INSURANCE**.

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are $500,000 per claim and $1,500,000 per occurrence/annual aggregate.

C. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. The coverage shall be set at a level amount as deemed appropriate by the Contractor.

D. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

E. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

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

XII. **GOVERNMENT DATA PRACTICES ACT**. The 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.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used, or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used, or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title, and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the

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

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **INDEPENDENT CONTRACTOR:**

A. The Contractor is an independent contractor and neither the position nor the work of the Contractor shall cause the Contractor to be construed as an employee in any way. The contractor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services.
B. The Contractor acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.
C. The Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA or otherwise will be made from the payments due and that it is the Contractor's sole obligation to comply with the applicable provision of all Federal and State laws.

XIX. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation, or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

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

Signed:
Title: Pam Bates
Date:

2. **COUNTY OF CHISAGO: APPROVED**

Signed:
Title: Ben Montzka, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** 24
Title of Item for Consideration: Chisago Lakes Joint Sewage Treatment Commission Bond Authorization Resolution	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: It has been requested by the CLJSTC Bond counsel, that the County approve a resolution Authorizing the Chisago Lakes Joint Sewage Treatment Commission to Issue, Sell And Deliver a $1,019,000 General Obligation Sewer Revenue Note, Series 2024A, and Award the Sale Thereof.

Pursuant to authority contained in the Enabling Act, each member of the Issuer must pass adopt a resolution authorizing the Issuer to issue and sell its bonds.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Resolution Authorizing the Chisago Lakes Joint Sewage Treatment Commission to Issue, Sell and Deliver a $1,019,000 General Obligation Sewer Revenue Note, Series 2024A, and Award the Sale Thereof. The following motion is suggested:

"Move to approve Resolution Authorizing the Chisago Lakes Joint Sewage Treatment Commission to Issue, Sell and Deliver a $1,019,000 General Obligation Sewer Revenue Note, Series 2024A, and Award the Sale Thereof."

Implications of Action: This resolution from Chisago County authorizes the Issuer to issue and sell the Issuer's $1,019,000 General Obligation Sewer Revenue Note, Series 2024A, of which the principal of and interest on the Note shall be paid primarily from net revenues derived from the operation of the Issuer's sewer system.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve C EB	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: 23/1220-X
RESOLUTION AUTHORIZING THE CHISAGO LAKES JOINT SEWAGE TREATMENT COMMISSION TO ISSUE, SELL AND DELIVER A $1,019,000 GENERAL OBLIGATION SEWER REVENUE NOTE, SERIES 2024A, AND AWARD THE SALE THEREOF

BE IT RESOLVED, by the Board of Commissioners of Chisago County, Minnesota, a member of the Chisago Lakes Joint Sewage Treatment Commission, Chisago County, Minnesota, (the "Member") as follows:

Section 1. Statutory Authority. Pursuant to authority contained in the Laws of Minnesota 2001, Chapter 214, Section 47 (the "Enabling Act") and Minnesota Statutes, Sections 444.075, 115.46 and Chapter 475, the Chisago Lakes Joint Sewage Treatment Commission (the "Issuer") is authorized to issue its general obligation bonds or notes for the purpose of financing the cost of capital improvements to the Issuer's sewer system. Pursuant to authority contained in the Enabling Act, each member of the Issuer must pass adopt a resolution authorizing the Issuer to issue and sell its bonds.

Section 2. Project. The Issuer intends to update its lift station 1, replace/relocate the control panel, odor control unit, pump, wet well covers and general site work.

Section 3. Authorization. The Member authorizes the Issuer to issue and sell the Issuer's $1,019,000 General Obligation Sewer Revenue Note, Series 2024A, of which the principal of and interest on the Note shall be paid primarily from net revenues derived from the operation of the Issuer's sewer system.

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

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

Approved: December 20, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 20, 2023	***Item Number:*** 25

Title of Item for Consideration: Lakes Center for Youth and Families

Action Requested by: Janet Reiter, County Attorney	***Department:*** County Attorney's Office

Previous Action on this Matter: Yearly contract with Lakes Center for Youth and Families

Background: County Attorney's Office is statutorily obligated pursuant to Minn. Stat. 388.24 to coordinate a juvenile pre-trial diversion program. Chisago County has had a long-standing relationship with Lakes Center for Youth and Families (LC4YF) formerly Lakes Youth Service Bureau. LC4YF is a community-based non-profit organization, implementing evidenced-based interventions by providing youth with effective educational programs, offering group counseling and/or one-on-one therapy.

In addition to the Pre-trial Diversion Program, LC4YF provides post-plea programming and interventions to youth and their families using a restorative justice approach. Chisago County Court Services works with LC4YF to identify programming that matches the needs of the individual juvenile offenders.

This contract anticipates some funding from the Courts – controlled substance fine revenue, per Minn. Stat. 609.101 - earmarked for community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders. This identified use for those funds match the mission of LC4YF and is a non-levy source of funding.

Further, the transfer of funds from the Public Safety allocation the County received from the Legislature in 2023 is transferred to the County Attorney's Restorative Justice budget to fulfill this contract

Attachments:

- Contract with Lakes Center for Youth and Families for Pre-Trial Diversion and Restorative Justice

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review and approve the professional services contract with Lakes Center for Youth and Families. The following motion is recommended:

"Move to approve the Contract with Lakes Center for Youth and Families to provide Pre-trial Diversion and Restorative Justice Programming for youth"

Implications of Action: Board approval of the proposed contract is respectfully requested.

***Budget/Financial Implications*:** County Attorney 2023 budget (091-6817) reflects funding for restorative justice programming and additional funding is anticipated in a fund transfer and the Court's controlled substance fine revenue. The County Attorney's Office would not be able to provide these services with current staff and funding. This Contract is necessary to fulfill the statutory mandate.

***Legal/Policy Implications*:** The County Attorney's Office has approved the proposed contract. Board approval is in compliance with applicable state and federal regulations and local county policies and procedures.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Filed in District Court
State of Minnesota

STATE OF MINNESOTA Dec 14 2023 3:45 PM **DISTRICT COURT**

COUNTY CHISAGO **TENTH JUDICIAL DISTRICT**

ADMINISTRATIVE ORDER REGARDING DISTRIBUTION OF FINES PURSUANT TO MINNESOTA STATE STATUTE §609.101. Subd. 3

WHEREAS, Minnesota Statute §609.101 provides for the distribution of fines collected for the violation of certain statutes, and,

WHEREAS, Minnesota Statute §609.101. Subd. 3 provides that seventy percent (70%) of these fines are to be forwarded to the local drug abuse prevention programs that provide services locally in the county in which the crime was committed, and,

WHEREAS, the Chisago County Attorney's Office has submitted a request (see attached) for disbursement of funds to the Chisago County Restorative Justice Program for payment to Lakes Center for Youth and Families (LC4YF) f/k/a Lakes Area Youth Service Bureau in the amount of $3,000 for continuation of their drug abuse prevention program and intervention program for youth in Chisago County, and,

WHEREAS, finding the above application request to be in conformance with Minnesota Statute §609.101,

THEREFORE, IT IS HEREBY ORDERED that the Chisago County Auditor/Treasurer is to release **$3,000** from the Controlled Substance Fund to Chisago County Restorative Justice Program for payment to Lakes Center for Youth and Families for reimbursement of costs associated with their drug abuse prevention program and intervention education program.

BY THE COURT:

Dowdal, Bridgid (Judge)
2023.12.13 15:33:33 -06'00'

Bridgid E. Dowdal Date
Judge of District Court

Seabrooks II, Jesse (Judge)
2023.12.14 07:55:07 -06'00'

Jesse Seabrooks, II Date
Judge of District Court

Trevino, Catherine (Judge)
2023.12.14 10:29:20 -06'00'

Catherine Trevino Date
Judge of District Court

PROFESSIONAL SERVICES CONTRACT BY and BETWEEN
CHISAGO COUNTY AND LAKES CENTER FOR YOUTH AND FAMILIES

THIS CONTRACT, and amendments and supplements hereto, is by and between the County of Chisago, a body corporate and politic, located at 313 North Main Street, Center City, Minnesota for and on behalf of Chisago County Sheriff's Office, Chisago County Attorney's Office and Chisago County Court Services Department (together hereinafter, the County), and Lakes Center for Youth and Families, Inc., f/k/a Lakes Area Youth Service Bureau, a non-profit organization, and located at 20 Lake Street No., Suite 103, Forest Lake, Minnesota 55025, (hereinafter, "the Contractor") and together, collectively referred to as "the Parties," do hereby enter into this Contract.

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time-to-time certain professional services to fulfill obligations of the County, as required by law, and provide services related thereto, which may be inferred therefrom; and

WHEREAS, the County Attorney's Office is authorized to provide Pretrial Diversion Programming, pursuant to Minn. Stat. 388.24 and the Court Services Department is responsible for providing juvenile probation services at the direction of the courts, pursuant to Minn. Stat. 244.19, each tailored to address the individual needs of the juveniles; and

WHEREAS, the Contractor, a community-based non-profit organization, has employed qualified and experienced staff, developed evidenced-based interventions and, for decades has served youth by engaging them in healthy relationships, providing effective educational programs, offering group counseling and/or one-on-one therapy, and referrals for other need-based services; and

WHEREAS, the County desires to engage the Contractor and utilize the services and expertise of the professionals for pretrial diversion programming and juvenile probation services; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2024, irrespective of the dates of the signatures set forth below, and shall remain in effect December 31, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will:

A. Diversion Programming. Receive and process intake and referrals consistent with Juvenile Pre-Trial Diversion Program Policy and Procedures which are incorporated herein and provide updates to the County Attorney's Office on individual referrals regarding completion of the Diversion Program;
B. Provide tailored interventions and programming to juveniles aged 10 – 18 years when those juveniles have committed specific, qualified juvenile petty offenses in lieu of traditional court intervention; such interventions will be geared toward restorative justice and rehabilitation of the juvenile in the form of changed thinking, responsible behavior, and education regarding the dangers of risk-taking behavior.

C. Provide referrals for counseling or treatment (including chemical health) when appropriate or necessary;
D. Post-Court Intervention Services
E. "Substance Abuse Intervention and Education" Provide community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders and promotes local drug abuse prevention efforts within the community though one-on-one, group sessions and educational outreach (consistent with Minn.Stat.299A.33).
F. Youth Enrichment, Intervention and Counseling

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

A. Consideration. The CONTRACTOR is entitled to and shall receive from the County all funds budgeted for the services provided to youth referred to the CONTRACTOR. Payment to the CONTRACTOR pursuant to this contract shall be paid by the County as follows:

1. Compensation of FORTY THOUSAND DOLLARS AND NO CENTS [$40,000] for services rendered for services under the Duties II.A through II.C., above, during the term of this contract.
2. Compensation of FIVE THOUSAND DOLLARS AND NO CENTS [$3,000.00] for services rendered for services under the Duties II.D, "Substance Abuse Intervention and Education" above, during the term of this contract.

B. Terms of Payment.

Payment shall be made by County in two (2) installments, promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

Payment for the first installment shall be made upon execution of this agreement; payment for the second installment shall be made upon invoice presented to the County on or about June 30, 2024.

IV. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:
Name: Janet Reiter, Chisago County Attorney
Address: 313 North Main Street, Rm 373, Center City, MN 55012
Telephone: (651)213-8400
E-Mail: janet.reiter@chisagocountymn.gov

Fax: (651)213-8401

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Linda Madsen, Executive Director
Address: PO Box 970 Forest Lake, MN 55025
Telephone: 651-464-3685
E-Mail: Linda.Madsen@lc4yf.org
Fax: 651-464-3687

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. If the CONTRACTOR enlists a subcontractor to provide any services under this contract, the CONTRACTOR shall be responsible for prompt payment to the subcontractor pursuant to Minn. Stat. 471.425, Subd. 4a.

VII. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless against any liability, loss, damages, claims or causes of action, including all attorneys' fees incurred by County, arising from any action or inaction by the CONTRACTOR, its employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claim or cause of action against the County:

A. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from said premises in any vehicle owned, operated leased chartered for by the CONTRACTOR or any officer, agent or employee thereof; or,

B. By reason of any applicant or eligible recipient causing injury to or damage to, the property of another person during any time when the provider or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this CONTRACT;

C. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury death, personal injury, property loss, or damage to another during the performance of the services under this CONTRACT.

The County will indemnify, save, and hold the CONTRACTOR, its representative and employees harmless against any liability, loss, damages, claims or causes of action, including attorney's fees incurred by the CONTRACTOR, arising from any action or inaction by the County, its employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claims or cause of action by the CONTRACTOR.

This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

VIII. **INSURANCE**.

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

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

$500,000 per individual claim for death, injury or damage from a single incident
$1,000,000 per occurrence encompassing any number of claims for death, injury or damage
$3,000,000 annual aggregate

Should the CONTRACTOR maintain coverages in amounts in excess of the limits set forth in the Minnesota Tort Claims Act does not constitute a waiver of the liability limits afforded the County pursuant to Minn. Stat. §466.04, Subd. .1

C. Professional liability insurance. Professional staff employed by the CONTRACTOR rendering services under this contract are required to maintain professional liability insurance, naming Chisago County as an additional insured in the following amounts: $500,000 per claimant for

bodily harm, injuries, or death, and $1,500,000 for total losses or damage arising out of an occurrence.

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

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

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

The County and the CONTRACTOR agree and acknowledge that some information necessary to serve the juveniles and their families, and thus maintained the he Parties, includes protected health information. The Health Information Portability and Accountability Act (HIPAA) may apply to said data and the Parties agree to protect that data as required by law. The Parties agree that the Business Associate/Confidentiality Agreement entered into by the Parties is incorporated herein by reference and shall be binding upon the Parties.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**.

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

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

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

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

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

XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute §471.425.

XVII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII. Liability; IX. Publicity; XI. Government Data Practices Act; XII. Ownership Of Materials and Intellectual Property Rights; XIII. Jurisdiction and Venue; and XV. State Audits.

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

APPROVED:

1. CONTRACTOR: Lakes Center for Youth and Families, Inc.

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

By:
Title: Executive Director, Lakes Center for Youth and Families
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

3. AS TO FORM:

By: Janet Kart
Title: Chisago County Attorney's Office
Date: 12/14/2022

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** ***** 26 *****
Title of Item for Consideration: AmeriCorps – Ampact Site Agreement	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background:. AmeriCorps – Ampact will deliver evidence-based programs that are based on the areas of education, environment, and Healthy Futures. AmeriCorps can provide services in many settings whether it is working with students, building climate resilience, or and advanced public health issue like substance use disorder and housing.

***Attachment(s)*:**

- AmeriCorps – Ampact SITE AGREEMENT

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the AmeriCorps – Ampact Site agreement. The suggested motion is as follows:

"Move to approve the AmeriCorps – Ampact Site Agreement"

Implications of Action: Approval of this agreement will allow Chisago County Health & Human Services to partner with AmeriCorps and engage the community and provide services to the County as needed in the ways of education, climate resilience, and public health.

Budget/Financial Implications: There is no financial impact to the County.

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 _____

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Site Agreement

The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. DBA Ampact for the 2023-2024 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource. This Agreement is valid through July 31, 2024 .

A. **AmeriCorps programs:** Reading Corps, Math Corps, Early Learning Corps, Recovery Corps, Climate Impact Corps, Heading Home Corps, Public Health Corps, Language Corps, Resettlement Corps, Summer Impact Corps, and any other AmeriCorps program administered by Reading & Math, Inc. are AmeriCorps programs. AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities.

B. **Parties to this agreement:**

7074 - Chisago County Public Health, North Branch, Minnesota 55056

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, 1200 S Washington Ave, Ste 310, Minneapolis MN 55415, hereafter referred to collectively as "Program".

C. **Definitions:**

1. AmeriCorps Member. Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a "member".

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2. Service Site. This is the partner organization that hosts an AmeriCorps member to perform their service activities as outlined in their position description.

3. Internal Coach and/or Site Supervisor. Designee of the partnering Service Site who provides regular on-site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.

4. Program Staff. Any employee of Program who provides oversight and management for the Program including member recruitment and management, site relationship management, coaching, expertise or specialized knowledge related to program content, and compliance with AmeriCorps regulations.

5. AmeriCorps. Federal agency that administers and directs funding for all AmeriCorps programs. Hereafter referred to as “AmeriCorps”. AmeriCorps the agency was formerly known as the Corporation for National and Community Service, and may be referred to as “CNCS” or “the Corporation” in select federal policies

D. **Early termination:** Any party to the Agreement can cancel the Agreement in writing at any time. At Program’s discretion, the Service Site’s failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site’s awarded members for the current program year and immediate termination of this Agreement.

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TERMS AND CONDITIONS OF AGREEMENT

1) **Commitment to the Program Objectives and Model:** The Service Site and Program agree to commit to Program objectives and Program model, as articulated in the addendum(s).

2) **AmeriCorps Service Environment**

a) **Service site location:** Service Sites must have a physical site location in the geographic community where service is to occur with regular on-site supervision. “Remote service” and “virtual service sites” are not permitted by Program and AmeriCorps policy. “Virtual service sites” refer to organizations that do not have a physical location. “Remote service” is defined as an arrangement in which an AmeriCorps member does not reside within the commuting area of the geographic community where the service is to occur and is not expected to be physically present at the Service Site.

b) **Safe service environment:** The Service Site agrees to provide the AmeriCorps member with a safe service environment. The Service Site will ensure members are provided with health and safety materials comparable to that provided to Service Site staff and volunteers. The Service Site will provide training to members on site-specific safety policies and protocols.

c) **Inclusive Service Site environment:** The Program values the diversity of its Program Staff, members, Service Sites, and program participants. The Program expects Program Staff, members, and Service Sites to contribute to a service environment that is inclusive, respectful, and supportive of diversity. Any decisions or actions made by the Service Site or Program or its partner organizations that are not consistent with these expectations will be seen as a breach of this Site Agreement and any further relationship between the Program and the Service Site could be terminated.

Service Site will provide the AmeriCorps member with a welcoming and inclusive service environment. The Service Site will treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list), listing in staff directory, providing a name badge if needed, etc. Service Site staff will introduce member at a staff meeting or similar setting.

d) **Service Site staff engagement:** Service Site will educate its staff about the purpose of the member position and Program, with support from Program Staff as needed. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.

e) **AmeriCorps signage:** Service Site will post an AmeriCorps sign provided by Program in a visible location, such as a front office, lobby, or other area frequented by visitors or the public, to identify the organization as an AmeriCorps service site.

f) **Prohibited Activities:** Service Site will post the full list of Prohibited Activities provided by Program in the member’s workspace.

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g) **Non-displacement:** Service Site will ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate service may include but are not limited to substituting or filling in for paid staff, inclusion in a staff to student/participant ratio, and administrative work not related to the Program.

h) **Accessibility:** Service Site must be accessible to people with disabilities.

i) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any member with a disability known to Program may request a reasonable accommodation to enable performance of the essential functions of the AmeriCorps position. When this occurs, Program makes individualized decisions based on cooperative communications with the member and the Service Site. The Service Site shall work cooperatively with Program to facilitate this process as needed.

j) **Computer/device access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5 (Data Management and Privacy) below, the Service Site shall provide members with access to a computer or other electronic device as follows:

   i) Members must have access to a computer or equivalent device beginning on their first day of service with a suite of office tools (Microsoft, Google, etc.), web camera, and Internet for Program-related purposes (i.e., completing training, completing time sheets, entering participant data in an online database, checking Program email, etc.).
   ii) The device used by the member must have a modern web browser (Chrome, Firefox, Safari, or Microsoft Edge) installed in either the browser's current or next most recent version and should operate at a speed at least on par with computers used by Service Site staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials.
   iii) Service Sites are encouraged to issue an email address to the member. This is required if common email providers are blocked at the Service Site.
   iv) Portable devices
      (1) Any portable device issued to a member by the Service Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Service Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
      (2) By execution of this agreement, the Service Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of Program, the Service Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
      (3) During and following the term of service, the Service Site shall bear the full risk of loss of any such device or its data.

k) **Workspace:** Service Site will provide members with a workspace necessary to complete all required service activities. In programs where members are providing direct services to participants and/or students, the Service Site will provide a reasonable and quiet workspace to

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work with individuals, including access to a locked drawer to store confidential participant data.

l) **Materials, Supplies, and Equipment:** The Program will provide any instructional resources and manuals required by AmeriCorps members to understand and implement the Program model. The Service Site will provide any materials, supplies, and/or equipment used by the member in carrying out service activities at or on behalf of the Service Site, including but not limited to photocopies, office supplies, and specialized equipment.

m) **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with AmeriCorps rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]

3) **Member Recruitment and Hiring**

a) **Recruitment:** The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadlines set by the Program. The Service Site will utilize recruitment materials provided by the Program. Individuals should be directed to apply on the Program's website.

b) **Interview and Selection:** Program Staff will screen all applications, conduct interviews, and manage offers for all candidates. Program Staff have the responsibility and authority to extend an offer for a position to an applicant.

Program Staff make the final decision regarding the selection of members. The Program will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

c) **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). The Program will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. The Program will notify Service Sites if the applicant

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did not clear the background check according to the Program and AmeriCorps policy. Actual results of the background check will not be shared with Service Sites without written permission from the applicant. Background check results will not be shared with the Service Site where prohibited by law.

Service Sites must indicate in this Agreement if it intends to conduct its own additional background check. The Service Site assumes all responsibility for costs associated with additional background checks. A member may not be asked to pay for the cost of a background check. More information about required background checks can be found at ampact.us/background.

d) **Transferring members:** The Program reserves the right to transfer members from one Service Site to another Service Site in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.

e) **Member Employment:** Service Site may not hire/employ its member (or a member currently serving at another Service Site) during the member's term of service. Members may not participate in paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding positions in a Professional Corps grant). The Service Site is to make every reasonable effort to support a member in the successful completion of their Program's term of service. In the event the Service Site violates this policy, the Program reserves the right to recover all costs associated with the recruitment, selection, placement, and training of the AmeriCorps member.

4) Member Management and Supervision

a) **Internal Coach and/or Site Supervisor:** The Service Site must designate a person(s) to be the Internal Coach and/or Site Supervisor, who will provide regular, on-site support and supervision to the AmeriCorps member(s). If this person is not designated prior to the member starting, the site Administrator/Director of the Service Site assumes responsibility for this role until an Internal Coach/Site Supervisor is named. The Internal Coach/Site Supervisor cannot be an AmeriCorps member.

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including completing required Program training and attending scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the Program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the Program year.

The duties of the Internal Coach and/or Site Supervisor include:

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i) **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for regular check-in meetings with each member.

ii) **Member Safety:** In the event of a disaster or emergency that requires the closure of the Service Site (i.e. public health emergency, bomb threat, fire, severe weather, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the member.

iii) **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Review and approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance may be delayed until the following pay period and the time sheet is approved.

iv) **Set member schedule:** Develop a schedule with the member that includes:
   (1) The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. See the Program-specific addendum for details.
   (2) A full caseload of participants as defined by Program, where applicable.
   (3) Adequate time for data entry and regular meetings with the Internal Coach/Site Supervisor.
   (4) Time to attend all required training and/or events.

v) **Data checks:** Review data collected by members on a regular basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.

vi) **Performance management:** Set clear expectations for the member at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

   Work closely with Program Staff and Service Site Administrators/Directors (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but can request that Program Staff enact the Program performance management procedure. The Internal Coach/Site Supervisor is responsible for providing documentation required for the member's personnel file as part of the performance management procedure.

vii) **Training completion:** Complete required training as scheduled by Program.

viii) **Program site visits:** Participate in visits and meetings with the Program.

b) **Member training:** The Program provides members with training on the basic knowledge and skills necessary to complete the essential functions of their service position. Program Staff will

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coordinate the Program-specific training required for members and Internal Coaches/Site Supervisors. The Service Site will include members in relevant on-site training and/or staff meetings; any expenses related to this training are paid for by the Service Site.

c) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with members and contacts of the Service Site.

d) **Monitoring Program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete all Program requirements, including required service hours, by the end of their term of service.

e) **Member personnel file:** The Program is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).

f) **Member benefits:** The Program is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and any additional benefits for which the member qualifies.

g) **Injury, Worker's Compensation, and Accidental Death & Dismemberment:** The Program will cover AmeriCorps members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law. Members who sustain service-related injuries or illnesses must inform Program Staff within 24 hours and complete all requested documentation. All injuries, no matter how minor, must be reported by the member immediately to determine benefit eligibility in a timely manner.

h) **Conflict resolution:** Program Staff work together with Service Site staff, including the Internal Coach/Site Supervisor, in resolving any member issues or conflicts with the program.

5) Data Management and Privacy

a) **Data management systems:** The Program will provide a secure, online data management system for tracking service activities.

b) **Participant Data:** In programs providing direct services to participants, the Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the Program-specific addendum. When participant data is collected, this data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.

c) **Data Privacy:** The Program is required by law to protect the confidentiality of Personally Identifiable Information ("PII") that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of AmeriCorps members, Service Site staff, or Program participants.

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PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

"Breach" is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

The Program protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

6) **Grievance Procedure:** The Service Site will inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps Inspector General at https://www.americorpsoig.gov/ or by calling 1-800-452-8210.

7) **In-Kind Contribution Reporting:** The Program may be required to collect information from the Service Site about non-monetary (in-kind) contributions to the Program to fulfill federal funder obligations. In-kind contributions are required to eliminate or reduce Service Site fees for participation in the program.

The site's in-kind contribution is required for the Program to operate and includes, but is not limited to, the monetary value of the space, supplies, and staff involved in operating the program.

When necessary, the Service Site will complete an in-kind contribution report for space and supply contributions once each program year. Space and supply contributions may include, but are not limited to, workspace, office furniture, phone/Internet, computer, tablet, or other devices, office supplies, or any other supplies or equipment regularly used by the member to conduct their service.

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When necessary, the in-kind contribution of staff time will be collected regularly for Internal Coaches/Site Supervisors or other staff who dedicate time to the Program. The value of the contribution will be calculated by the number of hours staff dedicate to the Program multiplied by the staff member's hourly wage based on salary and/or benefits provided by the Service Site.

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FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
    i. A business organized for profit;
    ii. A labor union;
    iii. A partisan political organization;
    iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
    v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary

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purpose of engaging in one of the activities listed above.

B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

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FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. **Supplantation**:
Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. **Non-Duplication:**
Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. **Non-Displacement:**
1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
    I. Will supplant the hiring of employed workers; or
    II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
    I. Presently employed worker;
    II. Employee who recently resigned or was discharged;
    III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

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FEDERAL POLICY: NON-DISCRIMINATION POLICY

Program does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. DBA Ampact
1200 S. Washington Ave, Ste 310, Minneapolis, MN 55415
humanresources@ampact.us or (612) 206-3030

Equal Opportunity Program (EOP)
AmeriCorps
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

Program makes every effort to ensure that service sites have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or Program Staff. If Service Site is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. The Program will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact Program Staff before taking action.

Full text of the AmeriCorps Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

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Additional Requirements from the Service Site

Service Site must indicate any other requirements or conditions of partnership required by Service Site.

Select One: Service site requires additional background check conducted on AmeriCorps members.

If "Yes": Please provide any additional information or details related to background check required by the Service Site

Select One: Service site requires AmeriCorps members to receive specific vaccinations (e.g. COVID-19) and/or complete specific medical testing (e.g. tuberculosis).

If "Yes": Please provide any additional information or details related to vaccination and/or medical testing requirements.

Select One: Service site has additional requirements of AmeriCorps members and/or Program outlined below:

If "Yes": Please explain any additional requirements of AmeriCorps members and/or Program required for partnerships.

_____ Any additional requirements by the Service Site have been reviewed and approved by the Program's Director of Partnerships or their representative prior to signature by Managing Director.

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CERTIFICATION

This Site Agreement and attached Program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2024 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by Reading & Math, Inc. DBA Ampact and attach them to this Agreement in the Addendum(s).

Member Award

Chisago County Public Health (MN PHC): 1 Public Health Project Coordinator

An award refers to the number and type of AmeriCorps member(s) that have been approved for placement at the Service Site. The fulfillment of this award is contingent upon successful recruitment of AmeriCorps member(s) and is not a guarantee of AmeriCorps member placement. This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be communicated in writing.

Signature

Service Site staff must complete the electronic version of this Site Agreement and Program-specific addendum(s) in their entirety to certify the Service Site has read and understands the agreement prior to a member being placed at the Service Site.

By signing this agreement, Service Site staff and Program Staff acknowledge that they have read, understand, and agree to all terms and conditions of this agreement and have the authority to enter this agreement on behalf of the Service Site and Program.

Service Site Staff

Name Courtney Wehrenberg

Title CHS Administrator

Signature

Date

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

Date

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The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Public Health Corps for the 2023-2024 program year. Public Health Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

7074 - Chisago County Public Health, North Branch, Minnesota 55056

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415.

A. Program Model. The Service Site agrees to support the implementation of Public Health Corps at their Service Site.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Public Health Corps is called a Public Health Project Coordinator or Project Coordinator. The Project Coordinator is placed at a service site to provide capacity building services to their site, as determined through a capacity assessment and outlined in a service plan submitted by the site and approved by Public Health Corps. Project Coordinators typically do not provide direct health services to participants, but still may work with and engage members of the community in public health initiatives (such as education campaigns, focus groups, etc.).

2. **Member Activities:** Project Coordinators provide capacity building services, which will support one or more of the following domains:

    i. **Data Collection and Planning:** Inclusive of efforts to facilitate the collection of quantitative or qualitative data. The purpose of the data collection may be varied; however, these activities differ from community engagement insofar as the primary purpose is the planning of a data collection project or the actual collection of data

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rather than relationship-building, outreach, or dissemination of information.

ii. **Data Analysis and Interpretation for Improvement**: Inclusive of any efforts to analyze or interpret data to inform program improvement or planning.

iii. **Internal Process Improvement:** Inclusive of efforts to document, review, and improve upon existing internal agency processes. May be informed by activities in other domains.

iv. **Community Engagement and Communications:** Inclusive of any community engagement activities intended to strengthen awareness of a given issue and/or meaningful collaboration to strengthen implementation of a given program or initiative. Activities may focus on organizational partner engagement or individual community members and include efforts to empower the community to guide initiatives as well as those intended to inform the community.

v. **COVID-Related Activities**: Inclusive of any efforts related to COVID awareness, education, and program implementation.

vi. Other activities in support of the Service Site's mission to support public health operations and public health needs through systems change efforts.

3. **Capacity Assessment and Service Plan:** The goal of the Project Coordinator is to increase the organization's capacity to provide high quality public health programs that support standard public health operations and those related to acute need. The Service Site must complete a capacity assessment developed by Public Health Corps and submit a service plan to document how this work will happen. Service Sites are required to complete a capacity assessment and submit a service plan for each Project Coordinator PRIOR to the member serving at the site. The service plan will be developed through a template provided by Public Health Corps and will require the approval of the Program before any service activities can be implemented. Sites are required to work with their member(s) to report service plan progress regularly. Reports to funders will contain aggregate data and will not include individual identifying information.

4. **Public Health Career Pathways:** Public Health Corps is designed to help address the long-term need to increase the size and diversity of the public health workforce. Project Coordinators will participate in ongoing training, coaching, and planning to prepare for a career in the field of public health. The Program will train members throughout their service in a variety of essential public health topic areas. The Service Site agrees to support career pathway efforts offered by Public Health Corps and include members in relevant on-site training and professional development opportunities.

5. **Member Schedule:** The Site Supervisor is responsible for developing a schedule with the member to allow for the member to serve at the Service Site the number of hours per week required of their commitment level:
    i. Full-time: 40 hours per week

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ii. Part-time: 25 hours per week

B. Personal Vehicle and Transportation Policy

1. **Personal Vehicles:** Members are prohibited from using their personal vehicle to transport Service Site employees and/or participants. Members may use their personal vehicle to transport materials and/or property on behalf of the Service Site. Any member transporting materials must be incidental in the role; regular transportation of materials is prohibited. The handling, loading, unloading, and transportation of hazardous materials is prohibited.

2. **Service Site Vehicles:** Members may drive Service Site-owned or leased vehicles to transport materials and/or property. Members are prohibited from transporting Service Site employees and/or participants. Any member that is a potential driver of a Service Site-owned or leased vehicle cannot be required to drive for the Service Site but may agree to do so. This agreement must be in writing and include the member's printed name, signature, and date of the agreement. Either party may rescind this agreement at any time without cause or consequence. This agreement is to be kept on file with the Service Site. Any member transporting materials must be incidental in the role, regular transportation of materials is prohibited. The handling, loading, unloading, and transportation of hazardous materials is prohibited.

3. **Driver's Checks and Liability Coverage:** Program will conduct a driver's check on every member to ensure a valid driver's license, driving history acceptable to the insurance company, and auto liability coverage. If a member is driving a Service Site-owned or leased vehicle, the Service Site will be responsible for determining that the member has a valid driver's license and meets the minimum standards for the organization's driving policies. The Service Site agrees to provide proof of insurance upon request.

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CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2023-2024. The terms of this agreement will end on July 31, 2024 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff

Name Courtney Wehrenberg

Title CHS Administrator

Signature

Date

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

Date

DocuSign

Certificate Of Completion

Envelope Id: 611FF11113B944F4893B302525406AE2
Status: Sent
Subject: Minnesota Public Health Corps Site Agreement 2023-2024
Source Envelope:
Document Pages: 20
Signatures: 0
Certificate Pages: 1
Initials: 0
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Envelope Originator:
Ampact
1200 Washington Ave S
Minneapolis, MN 55415
sites@ampact.us
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Signer Events	Signature	Timestamp
Courtney Wehrenberg Courtney.Wehrenberg@chisagocountymn.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/30/2023 2:05:01 AM Viewed: 12/12/2023 8:37:28 PM
Lizzie Morris Vogt sites@ampact.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Sadie O'Connor sadie.oconnor@ampact.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2023 2:05:01 AM

Payment Events	Status	Timestamps

Chisago County Request for Board Action

Meeting Date: December 20, 2023	***Item Number:*** ***** **27** *****
Title of Item for Consideration: Equipment Expenditure Request – Computers for Probation	
Action Requested by: Mark Hendrickson, Director	***Department:*** Probation Department
Previous Action on this Matter: At the August 23rd Budget and Finance Workshop, Director Hendrickson got his staffing plan approved as part of his 2024 Budget.	
Background: Staff solicited competitive quotes for the purchase of the new equipment for the additional Probation Agents, approved as part of the 2024 Probation Operating Budget. Pursuant to Chisago County Purchasing Policy, the purchase of the equipment is presented for approval. The proposal of the equipment is presented at a cost of $3,220.94. The equipment needed for the new two agents are laptop computers, phones, and laptop docking stations. ***Attachment(s)*:** • Equipment Expenditure Request and Quotes	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of a new laptop computers, phones, and laptop docking stations for the Probation Department. The suggested motion to approve this action is as follows: ***"Move to approve the purchase of a new laptop computers, phones, and laptop docking stations for the Probation Department."***	
Implications of Action: Recommended Board action results in new purchases for the Probation Department. ***Budget/Financial Implications***: The proposal is presented at a cost of $3,220.94. ***Legal/Policy Implications***: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

revised 01/2022

Date 12/15/2023

Asset Description - 2 Dell Laptops, 2 laptop docks, 2 cell phones for probation

Estimated Cost - 3,220.94 + 84 a month for cell service on 2 devices

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

If yes, what budget? 2023 unallocated CIP

If no, please explain AND source of funds ___

Department and/or location of equipment - Probation

Is this a replacement? If yes, explain - no

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

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

SIGNATURES REQUIRED

Requestor - Mark Hendrickson DATE 12/15/2023

Department Head - [signature] DATE 12/15/2023

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

County Administrator - ___ DATE

Required if purchase is > $25,000

Board Approved - YES ___ NO ___

MTG DATE DATE TO BE APPROVED

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

Serial Number ___ Capital Asset Tag # ___

Year/Make/Model ___

Serial Number ___ Capital Asset Tag # ___

Year/Make/Model ___

Serial Number ___ Capital Asset Tag # ___

Year/Make/Model ___

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

MICS OFFICE USE

Purchase Order: ___ Approved: ___

Vendor: ___ Date: ___

Inventory Y or N: ___

AUDITOR'S OFFICE USE

Vendor Paid - ___ Warrant Number - ___

G/L Account - ___ Date Paid - ___

Amount - ___

eQuote

Savings	$4,231.20
Subtotal (4)	**$3,220.94**
Estimated Shipping	$0.00
Total	**$3,220.94**

Details

Probation
Quote number # 3000170078147

Created December 15, 2023
Expires February 13, 2024
Created by
itservices@chisagocountymn.gov

Billing

Order contact
Chisago ITServices Chisago County
Contract Code: C000000979569
Customer agreement number: MHEC-04152022
Phone number: (651) 213-8200
Additional::
itservices@chisagocountymn.gov

Billing information
CHISAGO COUNTY MICS
CHISAGO COUNTY
313 N MAIN ST, CENTER CITY, MN, 55012-9663
Customer number: 530002407086
Phone number: (651) 213-8200
Additional::
MICS@CHISAGOCOUNTY.US

Tax exemption
I am tax exempt

Shipping

Shipping information
CHISAGO COUNTY MICS
CHISAGO COUNTY
313 N MAIN ST, CENTER CITY, MN, 55012-9663
Phone number: (651) 213-8200
Additional::
MICS@CHISAGOCOUNTY.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
Dock - WD22TB4	1	$374.99	$374.99



Discounted unit price: $208.04
Contract Code: C000000979569
Estimated Delivery
FREE Standard Delivery to 55012-9663 by Thursday, December 21, 2023

Catalog Number: 84 / rcrc1358737-7003075

Category	Description	Code	SKU	ID
BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1
Services:Hardware Support	3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis	G9OGYFH	[872-8557] [872-8550]	29

Premier discount -$166.95

Item total: $208.04

Dock - WD22TB4	1	$374.99	$374.99



Discounted unit price: $208.04
Contract Code: C000000979569
Estimated Delivery
FREE Standard Delivery to 55012-9663 by Thursday, December 21, 2023

Catalog Number: 84 / rcrc1358737-7003075

Category	Description	Code	SKU	ID
BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1
Services:Hardware Support	3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis	G9OGYFH	[872-8557] [872-8550]	29

Premier discount -$166.95

Item total: $208.04

5540 15 inch i7 | 16GB | 512SSD | Verizon	1	$3,351.08	$3,351.08



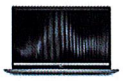
Discounted unit price: $1,402.43
Contract Code: C000000979569
Estimated Delivery
FREE Standard Delivery to 55012-9663 by
Thursday, December 28, 2023

Catalog Number: 84 / rcrc1358737-7160679

Category	Description	Code	SKU	ID
Base	Dell Latitude 5540 XCTO Base	GYAWD8Z	[210-BGBM]	1
Processor	13th Gen Intel® Core™ i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 G Hz Turbo)	GX5W8V6	[379-BFBS]	146
Operating System	Windows 11 Pro, English, Brazilian Portu guese, French, Spanish	G01OVWE	[619-ARSB]	11
Office Productivity Software	No Microsoft Office License Included - 3 0 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GYXD2VA	[409-BCWS]	707
Systems Management	Intel vPro Essentials Technology Enabled	G3B8CJL	[631-ADPT]	49
Memory	16 GB, 1 x 16 GB, DDR4, 3200 MT/s, Non-ECC, single-channel	GUW12AB	[370-AFVP]	3
Hard Drive	512 GB, M.2 2230, PCIe NVMe, SSD, Clas s 35	GXVZO8K	[400-BOVY]	8
Additional Hard Drive	No Additional Hard Drive	GNTOSJ7	[401-AADF]	637
LCD	15.6" FHD (1920x1080) Non-Touch, AG, I PS, 250 nits, FHD Cam, WLAN/WWAN(4 G)	G85R0SO	[391-BHET]	760
Keyboard	English US backlit keyboard with numeric keypad, 99-key	GA6KDNO	[583-BHBG]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	GJMHPT7	[555-BJDC]	7
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Blu etooth® wireless card	GL03PXW	[555-BHHU]	19
Mobile Broadband	4G CAT16 - Intel XMM 7560R (DW5823 e), eSIM, Verizon	GX6JQKO	[556-BDKY] [556-BDKQ]	114
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressC harge™ Boost capable	GFB63PN	[451-BDBL]	112
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	GI417VR	[492-BDHS]	1015
PalmRest	Single Pointing, No Palmrest Security Opt ions	GZCA0VT	[346-BINQ]	55
Security Software	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Setup and Features Guides	Latitude 5540 Quick Start Guide	G4DLOCA	[340-DDHL]	60
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guid e (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122

Category	Description	Code	SKU	ID
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	[658-BFQB]	1003
Packaging	Mix Model 65W Adapter (WHN)	G4EHVZQ	[340-DJVQ]	465
Processor Label	Intel® Core™ i7 vPro Essentials Label	GR2EUBC	[389-ECWK]	749
Transportation from ODM to region	Standard Shipment	G73Y5OH	[800-BBGT]	200080
EAN POD Label	No UPC Label	G8WGTYN	[389-BCGW]	292
Base Options	Intel 13th Generation i7-1355U Trans., Intel Integrated Graphics, TBT4	GGLQN57	[338-CHGM] [338-CHGG]	149
Chassis Options	Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, Intel Integrated Graphics	GJ4GOVD	[321-BJTL]	116
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Camera	FHD RGB Camera w/ Mic	GZO4IC3	[319-BBJT]	379
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Service	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29
Premier discount				-$1,948.65

Item total: $1,402.43



5540 15 inch i7 | 16GB | 512SSD | Verizon — 1 — $3,351.08 — $3,351.08

Discounted unit price: $1,402.43
Contract Code: C000000979569
Estimated Delivery
FREE Standard Delivery to 55012-9663 by
Thursday, December 28, 2023

Catalog Number: 84 / rcrc1358737-7160679

Category	Description	Code	SKU	ID
Base	Dell Latitude 5540 XCTO Base	GYAWD8Z	[210-BGBM]	1
Processor	13th Gen Intel® Core™ i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo)	GX5W8V6	[379-BFBS]	146
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	[619-ARSB]	11
Office Productivity Software	No Microsoft Office License Included - 30 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GYXD2VA	[409-BCWS]	707
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Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	GJMHPT7	[555-BJDC]	7
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Mobile Broadband	4G CAT16 - Intel XMM 7560R (DW5823e), eSIM, Verizon	GX6JQKO	[556-BDKY] [556-BDKQ]	114
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Base Options	Intel 13th Generation i7-1355U Trans., Intel Integrated Graphics, TBT4	GGLQN57	[338-CHGM] [338-CHGG]	149
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Service	3Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29
Premier discount				-$1,948.65

Item total: $1,402.43

Savings: $4,231.20

Subtotal (4): $3,220.94

Savings	$4,231.20
Subtotal (4)	**$3,220.94**
Estimated Shipping	$0.00
Total	**$3,220.94**

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CORRESPONDENCE

MINNESOTA INTER-COUNTY ASSOCIATION

December 7, 2023

Good Afternoon,

As a reminder, the 2024 MICA Annual Legislative Forum is **February 1, from 2:00 p.m. to 8:00 p.m**. The 2024 Forum is hosted by Winona County and will be held at The RiverPort Event Center and Hotel. Please see the attached invitation for more information. To register for the event, please use this LINK and register by January 15th.

For members who are planning an overnight stay, MICA has a block of rooms available at a discounted rate with the RiverPort Hotel. Blocked rooms are for two adults. **All room bookings must be made with a debit or credit card.** If you have questions about lodging or the RiverPort Hotel, call 507-452-0606.

To reserve a room you can go to their website (https://www.riverportinn.com/) or call the front desk at 507-452-0606. **When making a reservation over the phone**, use reference code "**MICA Annual Legislative Forum**". **When reserving a room online**, use the group code "**MICA2024**".

Please reserve your room by January 15th.

Below are links to additional lodging in the area:
Fairfield by Marriot
Holiday Inn Express
The Plaza Hotel and Suites
AmericInn by Wyndham Winona

Feel free to reach out to me with any questions,

Matt Massman, *Executive Director*
Minnesota Inter-County Association
He/Him
(o) 651-222-8737; (cell) **763-458-1681**

November 2023 State Budget Forecast

Near-term $2.4 Billion Surplus – Structural Imbalance Ongoing

State Debt Capacity Guidelines May Limit GO Bonding

Transportation Fund Forecast --Pending

In short, the November Budget Forecast reflects a healthy state General Fund budget in the near term with caution lights on for FY2026-27, the biennial budget that begins 18 months from now (*July 1, 2025*). Forecast highlights include:

- **A positive General Fund balance of $2.4 billion** for FY2024-25 (current biennium), **$808 million more than projected at the end-of-session**.
  - The $808 million is the result of **FY2023 ending $1.031 billion better than projected**, and FY2024-25 revenues that are now estimated to be $837 million higher but offset by $998 million higher than anticipated spending.
- **A $2.913 billion budget reserve**, $61 million more than end-of-session and amounting to 4.1 percent of projected biennial spending.
- **A budget balance of only $82 million** by the end of June 2027, assuming none of the $2.4 billion is spent this session and that the 2025 legislature increases base appropriations by $880 million to reflect inflationary cost pressures.

Structural balance is a key measure of budget stability over time and refers to the comparison of current period revenues less current period spending.

As shown in the last row of the Table below, the November Forecast estimates a **structural imbalance of $2.3 billion for FY2026-27 biennium**, of which $880 million is estimated inflation. The budget is balanced if net-spending changes for FY2024-25 are no more than $82 million and all other conditions remain constant.

State General Fund Revenues, Spending and Balance
November 2023 State Budget Forecast *($'s in 000's)*

	FY 2024-25			FY 2026-27		
	End-of-Session	**Nov Forecast**	**Change**	**End-of-Session**	**Nov Forecast**	**Change**
Beginning Balance	$ 15,485	$ 16,516	$1,031	$ 4,785	$ 5,655	869
Revenues	58,818	59,716	837	63,937	63,907	(30)
Spending	69,518	70,515	998	65,234	66,217	982
Cash Flow Account	350	350	-	350		-
Budget Reserve	2,852	2,931	61	2,852	2,931	61
Budgetary Balance	$ 1,583	**$ 2,392**	**$808**	$285	$82	($204)
Structural Balance				***($1,297)***	***(2,310)***	

Links: MMB Forecast Presentation; full Forecast Document; budget video, Governor and Legislative Leaders.

One-time Spending: A significant portion of General Fund spending authorized by the 2023 legislature was one-time. Also reflected in the Table above, total biennial spending declines from $70.5 billion in FY2024-25 to $66.2 billion in FY2026-27. More specifically, MMB estimates that $9 billion of FY2024-25 spending was one-time; with $5 billion permanent spending increases in FY2024-25 continuing into FY2026-27.

A Growing Economy – Stronger in the Near-term, Slower Growth Long-term: The November forecast numbers are a good reminder that the ups or downs of each new budget forecast are relative to baselines set in the prior forecast. For example, as reflected by the blue-shaded column in the previous Table, FY2023 closed better off and FY2024-25 revenues are higher than end-of-session estimates. Both are largely due to the economy performing stronger than anticipated in February. While those higher revenues then raise the revenue baseline for future years, the slower economic growth (GDP) projected for subsequent years yields growing but lower revenues in FY2026-27 relative to end-of-session estimates.

U.S. Real GDP – Annual Percent Change
November 2023 Minnesota State Budget Forecast (MMB)

	2023	2024	2025	2026	2027
February 2023	0.7	1.6	2.0	1.8	1.6
November 2023	2.4	1.4	1.4	1.7	1.7

Meanwhile, higher estimated spending relative to end-of-session for various programs – such as education formulas (higher pupil counts), human services (including disability waiver enrollment and costs), and property tax refunds – results in the FY2024-25 surplus being lower than it otherwise would have been, and the FY26-27 structural imbalance being larger.

2024 – A Bonding Session – What Are the Forecast Implications

The November Forecast assumes the 2024 legislature will approve $830 million in new general obligation bonds in 2024. In addition, the $2.4 billion surplus projected for FY2024-25 could be used in whole or part for one-time spending or capital projects while still maintaining a balanced budget for FY2024-25. Although, using FY2024-25 projected surplus for capital projects would lower estimated FY2026-27 budgetary balance by reducing estimate balance carry-forward.

Debt Capacity Guideline #3 – Could Limit GO Bond Amounts: Politics, achieving the required 2/3rds super-majority vote for GO bonds, and available General Fund monies to pay for higher debt service, are not the only parameters that influence the size of a bonding bill.

The state also has long operated by a set of debt management principles. These principles are designed to maintain prudent debt financing practices and provide reassurance to rating agencies and bond holders.

Debt Capacity Guideline #3 evaluates how quickly general obligation bonds are paid off, with a goal that no less than 40% of GO debt is paid within five years and no less than 70% within ten years. Under this guideline, MMB has estimated that **the maximum amount of GO Bonds that can be authorized this session is $830 million**.

Transportation Fund Revenues – Forecast Pending

MICA will update when Forecast numbers are available.

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
1	C24-0014	Centerville Lake Internal Phosphorus Load Reduction Project	Rice Creek WD	$ 954,500	The Rice Creek Watershed District is proposing to control internal phosphorus loading by inactivating sediment phosphorus with aluminum sulfate (alum). The proposed alum treatment targets the largest source of phosphorus to Centerville Lake, and is the most impactful and cost-effective tool available to restore water clarity in Centerville Lake. The proposed project will provide control of sediment phosphorus release and result in attainment of state water quality standards. Most importantly, the proposed project will control nuisance algae blooms, restoring an important and highly-used regional resource.	90.41
2	C24-0034	Woodland Ave/ Hartley Park Green Infrastructure benefitting Tischer Creek	St. Louis County	$ 500,000	The Woodland Ave/Hartley Park Green Infrastructure project will improve water quality and aquatic habitat in Tischer Creek, a cold-water trout stream that emptys into Lake Superior at Glensheen Mansion. The project will treat urban runoff from 110-acres of a residential and commercial area that is intercepted by the Woodland Avenue storm sewer and currently discharged, untreated, from a 3' diameter pipe directly into the Creek, resulting in a visible sediment plume. Tischer Creek is listed as impaired for E. coli (bacteria), with total suspended solids (TSS) levels just below the water quality standard. Treatment will be provided via a 212,096 cubic foot capacity green infrastructure system to be constructed on City of Duluth property.	90.23
3	C24-0027	Sunrise Chain of Lakes Shoreland Stabilization – Phase 2	Anoka CD	$ 107,000	This project targets the Sunrise River chain of lakes in NE Anoka County in the northern Twin Cities Metro. The chain includes larger recreational lakes (Martin, Linwood, & Coon Lakes) & smaller, shallower lakes best known for fish & wildlife (Island & Typo Lakes). These lakes, except for Coon & Island, are impaired & drain to the Sunrise & St. Croix Rivers where nutrient reductions are regional priorities. We will install at least 300 linear feet of shoreline stabilization including native aquatic and near shore plants. Measurable outcomes will include 8 lbs/yr of phosphorus and 5 tons of sediment reduction.	89.59

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
4	C24-0045	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	Dakota SWCD	$ 585,000	This project will install streambank stabilization practices as well as stormwater BMPs to reduce stormwater volume along Interstate Valley Creek (IVC) in Mendota Heights to benefit both IVC and the Mississippi River. The area has substantial active bank erosion, carrying sediment to the Mississippi River, which is impaired for total suspended solids (TSS). The project will also reduce E-coli from reaching IVC, addressing that impairment. The project includes three large scale streambank stabilization practices. It also includes three large scale stormwater bioretention and weir creation projects to reduce in-stream erosion and address the root causes of erosion: excess stormwater volume and peak flows. The six projects (shown in the attached graphic) will reduce total suspended solids (TSS) by 284 tons/year and phosphorus (TP) by 270 lbs/year.	89.14
5	C24-0065	Mustinka River Rehabilitation - Phase 2b	Bois de Sioux WD	$ 1,000,000	The Mustinka River Rehabilitation Project, or Phase 2b of the Redpath Project, will complete the replacement the existing ditch with a 300-foot wide, 260 acre floodplain corridor with a 6.7-mile meandering channel focused on natural channel design. The project will provide approximately 34 acres of constructed wetland habitat and 226 acres of native upland buffer areas within the stream channel and associated floodplain areas, permanently protected by the Bois de Sioux Watershed District.	88.91
6	C24-0010	FY24 CWF Alimagnet Lake Alum Treatment Project	Vermillion River Watershed JPO	$ 287,000	The Vermillion River Watershed Joint Powers Organization and partners will perform an alum treatment in Alimagnet Lake to reduce the amount of internal phosphorus load within the lake. Alimagnet Lake is a nutrient (phosphorus) impaired water in Apple Valley and Burnsville with significant public use that receives stormwater runoff from a 985-acre urban subwatershed.	88.82

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
7	C24-0053	South Branch Buffalo River Watershed Restoration – Phase 2	Buffalo-Red River WD	$ 450,000	The Buffalo-Red River Watershed District will partner with the Wilkin SWCD, West Otter Tail SWCD, NRCS, and landowners to install 60 sediment BMPs (water and sediment control basins, grade stabilization structures, grassed waterways) that are contributing sediment to the South Branch Buffalo River. When these 60 gullies are stabilized, sediment loading within the watershed will be reduced by 3,300 tons/yr and total phosphorus will be reduced by 370 lbs/year.	88.77
8	C24-0020	Lower Coon Creek Corridor Restoration	Coon Creek WD	$ 445,000	The proposed project will restorre 0.4 miles of Lower Coon Creek within the Coon Rapids Dam Regional Park. The downstream-most reach, Lower Coon Creek, is in its natural, meandered state, but is presently unstable and experiencing high rates of erosion due to increased runoff volumes and rates. The proposed project will halt further incision using grade stabilization cross vanes and improve floodplain connectivity by excavating former oxbows to create access to flood prone areas. To further address stream instability and improve habitat, actively eroding streambanks will be stabilized. Additionally, buckthorn removal paired with native plantings promote the growth of low-lying, deep-rooted vegetation along previously bare stream banks and riparian areas.	88.73
9	C24-0003	2024 Lower Clearwater Planning Region Water Quality Improvement Projects	Red Lake SWCD	$ 270,810	Red Lake County SWCD has targeted ten sites within the Lower Clearwater Planning Region for implementation of structural agricultural practices based on data analysis. The structural agricultural practices will include, but are not limited to, grade stabilization structures, grassed waterways, and water & sediment control basins.The implementation of these practices is estimated to reduce sediment loading in the Lower Clearwater River by 318 tons/year (catchment outlet). Further downstream, the City of East Grand Forks pulls its drinking water from the Red Lake River, making these projects a regional concern as well.	88.68

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
10	C24-0081	Big Carnelian Lake Stormwater Quality Improvements Phase II	Carnelian-Marine-St. Croix WD	$ 216,000	This project proposes to collect and treat 4.55 acres of stormwater flowing directly into Big Carnelian Lake with no water quality treatment. Four bioretention basins will reduce annual discharge by 2-acre feet and reduce 7.4 lbs. total phosphorus and 2.9 tons of sediment discharging into Big Carnelian Lake each year. Big Carnelian Lake is a high-quality recreational lake with a public access and declining water quality trends. These practices address significant sources of untreated urban stormwater discharging into the lake.	88.50
11	C24-0002	July Avenue Feedlot	Comfort Lake-Forest Lake WD	$ 90,000	This project will implement cover crops and livestock waste management practices on a farm/feedlot in southern Chisago County. Proposed practices include: cover crops, roof runoff management, clean water diversion, waste management system, and vegetated treatment area. The proposed project is estimated to reduce approximately 61 lb/yr of watershed phosphorus loading to School Lake, which discharges through a stream to Little Comfort Lake.	88.45
12	C24-0018	2023 Lower Otter Tail River Gully Stabilization Project	Wilkin SWCD	$ 195,000	The Wilkin Soil and Water Conservation District will partner with the Buffalo Red River Watershed District and landowners to stabilize 20 high priority gullies that are contributing sediment to the Lower Otter Tail River (LOTR). The LOTR is a significant source of sediment, and this project would provide 850 tons/year (approximately 9%) of the 10-year goal identified. This project would reduce phosphorus levels by 786 lbs/yr. or approximately 60% of the 10-year goal identified. The Lower 8.2 miles of the Otter Tail River is listed as an impaired water for exceeding the turbidity standard for aquatic life.	88.14

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
13	C24-0075	South Oak Pond Water Quality Improvement Project	St Louis Park, City of	$ 350,000	The South Oak Pond Water Quality Project will reduce total phosphorus and total suspended solids loading by pumping water from the South Oak Pond to an underground filtration system prior to discharging to the impaired Minnehaha Creek and Lake Hiawatha. A new pump would be added to the existing South Oak Pond lift station outlet wet well, which would pump water to an underground vault with filtration cartridges designed to handle the pumped flows and anticipated TP/TSS loads. The outlet from the underground filtration vault would be connected back into the existing pond outlet pipe and would continue to discharge downstream. Vegetation and shoreline improvements including invasive species removal and stabilization of any shoreline erosion along the pond would coincide with the water quality treatment system construction to provide additional benefits to the area.	87.59
14	C24-0047	Seminary Fen Ravine C-2 Restoration	Chaska, City of	$ 615,000	Seminary Fen, a 600-acre complex in Carver County, supports one of only 500 calcareous fens in the world and is one of the highest quality calcareous fens in southern Minnesota. The C-2 Ravine is the 2nd most severely eroded ravine along Seminary Fen, and the proposed improvements to C-2 are estimated to reduce sediment loads by 322 tons per year and phosphorus loads by 370 pounds per year. This project will restore the C-2 ravine in the Senminary Fen by constructing a stormwater detention basin immediately upstream from the ravine, which will provide stormwater storage for larger precipitation events and control the discharge rate to the ravine. The side slopes of the ravine will be graded to a slope that will support herbaceous growth and will be vegetated with state seed mix that provide robust root structures for soil stability.	86.86

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
15	C24-0058	Lower Otter Tail River Restoration – Head-Cut Stabilization	Buffalo-Red River WD	$ 400,000	The Buffalo-Red River Watershed District will partner with the Wilkin SWCD and landowners in a continued effort to restore 8.2 miles of the Lower Ottertail River that has experienced degradation and surface water impairment since it's channelization in the early 1950's. This application's priority is to address a head-cut along the upper end of 8.2 miles stream restoration project. This improve water quality by reducing sediment associated with streambank failure, erosion, and channelization, and to restore some of the river's natural flood reduction features. When stabilized, sediment load to the river will be reduced by 2,500 tons/yr, and total phosphorus will be reduced by 300 lbs/yr.	86.68
16	C24-0067	Whetstone River Restoration	Upper Minnesota River WD	$ 600,000	The Upper Minnesota River Watershed District is leading an effort to restore a historic segment of the Whetstone River, including its' original confluence with the Minnesota River. The Whetstone River was rerouted into Big Stone Lake in the 1930's to promote and sustain lake levels. Unfortunately, increased runoff and erosion within the Whetstone River have led to diminished water quality in Big Stone Lake. While much of the Whetstone River drainage area is in South Dakota, the water quality benefits will manifest in Big Stone Lake, which is a MN/SD border water and the Headwaters of the Minnesota River. The Whetstone River Restoration project will provide water quality benefits to surface waters in Minnesota by hydrologically reconnecting the Whetstone River to its' historic channel and natural floodplain. This project will complete floodplain establishment and channel restoration work in Minnesota.	86.36

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
17	C24-0030	Lake Lizzie Phosphorous & Sediment Reduction Project	Otter Tail, West SWCD	$ 124,000	Lake Lizzie has been identified as a protection goal in the Otter Tail River Comprehensive Watershed Management Plan. Lake Lizzie currently doesn't have any impairments for sediment or nutrients and is an economically significant lake in the area. These grant funds will be used to install 9 water and sediment control basins (wascobs) and 3 grassed waterways on 2 fields located in a high priority area for phosphorus loading in the Lake Lizzie watershed. Through the installation of these practices, we can anticipate a reduction of 3.6 lbs/year of phosphorous and 21.1 t/year of sediment, delivered to the outlet of Lake Lizzie which is the Pelican River.	86.05
18	C24-0064	2024 GCW TMDL Implementation	Chisago SWCD	$ 250,000	East Rush Lake, West Rush Lake, and Goose Lake are three of the poorest lakes in Chisago County in terms of water quality, yet also some of the most heavily used lakes for recreation. All three are impaired for nutrients (total phosphorus) and rank at or near the bottom of the list of lakes in the county when all parameters are compared.This project will provide technical and financial assistance in the watershed to do targeted implementation of at least 20 Best Management Practices to reduce watershed runoff phosphorus loading to North/South Goose and East/West Rush Lakes and the St. Croix River by a minimum of 140 Lbs/Yr.	85.64
19	C24-0078	Valley Creek Mainstem Restoration Project	Valley Branch WD	$ 462,000	The Valley Creek Mainstem Restoration Project will continue to protect and improve Valley Creek, a world-class trout stream located in the Valley Branch Watershed District (VBWD). The project will increase the creek's floodplain connectivity by reshaping 600 feet of the creek's banks and removing approximately 12,100 cubic yards of material. This will reduce the erosiveness of the waterpower and annually prevent 8.5 tons of sediment from eroding and silting over trout spawning sites. The project will establish a 60-footwide floodplain with native vegetation, replacing buckthorn, burdock, reed canary grass, and other invasive species. This will improve nesting habitat for birds, pollinator habitat, and a wildlife corridor.	85.50

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
20	C24-0033	City of Baudette Stormwater BMPs	Lake of the Woods SWCD	$ 150,000	The City of Baudette is located on the shores of Baudette Bay. Baudette Bay is a widened portion of the Baudette River where it joins the Rainy River, an international waterbody. Baudette Bay is a sensitive estuary which is listed as impaired for low dissolved oxygen. The City of Baudette is partnering with the Soil and Water Conservation District and the MN Department of Transportation to install two stormwater treatment structures (stormceptors) in conjunction with the reconstruction of road and sewer infrastructure under and adjacent to State Highway 72. These treatment structures will help to lower total suspended solids entering Baudette Bay.	85.36
21	C24-0061	Goose Lake Water Quality Improvement Project	Valley Branch WD	$ 150,000	The proposed project includes the application of alum to Goose Lake, which will de-list the lake from the MPCA's impaired waters list due to excessive nutrients. Goose Lake is located at the entrance to Washington County's Lake Elmo Park Reserve. This project is expected to reduce the combined internal phosphorus load at Goose Lake South and North by an average of 127 pounds over the water year and 105 pounds during the growing season (which is an 80% reduction in the internal load).	85.14
22	C24-0046	Water Storage and Water Quality for CD 59 and Beaver Creek	Renville SWCD	$ 773,133	The proposed project will be in conjunction with an improvement project to the 103E county ditch branch 309 and branch C of Renville County Ditch 59 (CD 59) system. The proposed project will construct three water and sediment control basins (WASCOB) and three ponds to provide temporary and permanent water storage for the CD 59 system, which flows directly into Beaver Creek. The construction and installation of the conservation practices will provide temporary and permanent water storage and reduce peak flows that allow sediment (TSS), nitrogen (N) and phosphorus (P) to directly enter impaired CD 59 and Beaver Creek. CD 59 is impaired for dissolved oxygen (DO).	84.41

#	Grant ID	Title of Proposal	Grantee	Award ($)	Abstract	Score
23	C24-0060	FY24 CWF Keller Lake Targeted Stormwater Treatment Project	Apple Valley, City of	$ 313,169	The City of Apple Valley will continue efforts to improve water quality in Keller Lake by expanding Whitney Pond (KL-P2) to provide phosphorus load reductions contributing to the lake's nutrient impairment. Whitney Pond is a 2-acre stormwater basin located at Burnsville's Lac Lavon Park and Keller Park in Apple Valley. The pond treats stormwater from a significant portion of the Keller Lake watershed in Apple Valley that would otherwise drain to Keller Lake untreated. Keller Lake is a DNR classified natural environment lake that has been listed on the impaired waters list for nutrients since 2002.	84.32
			TOTAL	**$ 9,287,612**		