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

County Administrator
Chase Burnham

Board of Commissioners
REGULAR MEETING – Wednesday, September 18, 2024
County Board Room, Room 172
******* AMENDED *******

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

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1

Board of Commissioners' Business Meeting

Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	Minutes from the September 4, 2024 – County Board of Commissioners Meeting	TAB 2
3.)	Payment of County's Warrants and Miscellaneous Bills	TAB 3
4.)	Credit Card Request – Dan Weber, IT Manager, Enterprise Services	TAB 4
5.)	2024 Budget Adjustments – Statewide Housing Aid and Parks Acq. Fund SPT Seg. G	TAB 5
6.)	*****Citizen Appointment to Parks Board – District 4*****	TAB 6

Environmental Services/Zoning Report – Kurt Schneider, Director

7.)	Director's Report	TAB 7
8.)	Meyer Lloyd IUP Amendment – Commercial Kennel	TAB 8
9.)	Joseph Winberg "Winberg Addition" Preliminary Plat	TAB 9
10.)	Carol Hauglie Autumn Woods Cottages Final Plat Application Extension	TAB 10
11.)	LID Lab to Lakes Carp Study – Minnesota Invasive Species Research Center	TAB 11

Other Business of the County Board

12.)	September 11th Budget and Finance Committee Report	TAB 12
13.)	Discuss and Consider Approval of *Preliminary* 2025 Levy and Annual Budget	TAB 13
14.)	2025 HRA-EDA Levy and Budget	TAB 14
15.)	2025 Minnesota Towards Zero Deaths Grant	TAB 15
16.)	Office of Traffic Safety – DWI Traffic Safety Officer Grant	TAB 16
17.)	Contract between Lauren Moberg. and Chisago County 2024-2025	TAB 17
18.)	Community Health Board Grant Project Agmt Title V Maternal Child Health Block Grant	TAB 18
19.)	Community Health Board Grant Contract 2022-2026 Amendment – Follow Along Prog.	TAB 19
20.)	Board Appointment to the Opioid Settlement Advisory Council 2024-2026	TAB 20
21.)	'Old Jail' Site Sale Price Discussion	TAB 21
22.)	Courthouse Fire Panel – Cellular Connectivity	TAB 22
23.)	***** FINAL Contract Payments for CSAH 23/CSAH 24 Roundabout Project *****	TAB 23
24.)	***** Application for Exempt Permit – Knights of Columbus *****	TAB 24

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."

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Wednesday, October 2nd – Board of Commissioners Meeting at 6:30 p.m. at the Chisago County Government Center
- Wednesday, October 9th – Budget and Finance Committee Meeting at 3:00 p.m. at the Chisago County Government Center
- Friday, October 11th – District 5 Commissioner Tour at 8:00 a.m. at the Townhall in Sunrise Township
- Wednesday, October 16th – Board of Commissioners Meeting at 6:30 p.m. at the Chisago County Government Center
- Wednesday, October 23rd – Chisago County Cooperative Initiative at 6:00 p.m. at Chucker's Bowl in Rush City (1270 W. 3rd St., Rush City, MN 55069)
- Wednesday, December 4th – Truth in Taxation Hearing at 7:00 p.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

TAB 1

Chisago COUNTY USA | PUBLIC WORKS

JOE TRIPLETT, P.E., DIRECTOR/ENGINEER

OFFICES OF:

ADMINISTRATION
ENGINEERING
COUNTY SURVEYOR
FLEET MAINTENANCE
ROAD MAINTENANCE
TRAFFIC OPERATIONS

MAILING ADDRESS:
313 NORTH MAIN STREET
CENTER CITY, MN 55012

PHYSICAL ADDRESS:
31325 OASIS ROAD
CENTER CITY, MN 55012

PHONE: (651) 213-8700

MEMORANDUM

Date:	September 11th, 2024	RE: Public Works Director's Report
To:	**Chisago County Board of Commissioners**	
From:	Joe Triplett, P.E.	

Project Updates:

CSAH 10 Reconstruction Project (CSAH 8 to Isanti Co Line): Major earthwork is complete. Ditch grading, restoration and gravel work continues. Paving scheduled for end of September.

CSAH 10 Reconstruction Project – Phase 2 (CSAH 8 to I-35): Working on final design, drainage/permitting and right of way acquisition.

CSAH 30 Reconstruction Project: Bids are scheduled to be opened on October 29th. As there are portions of this project that will impact County Ditch #7 and the Sunrise Prairie Trail, we will need to convene both the Chisago County Drainage Authority and the Chisago County Regional Rail Authority at the October Board meeting for project approvals. I will work with Administrator Burnham to get this scheduled.

2024 Pavement Maintenance Project: Construction is complete.

TH 8 Reconstruction Project: Here is a project update:

- Continuing to work on Blandings Turtle mitigation design.
- Working with Mndot on getting approval to work on total take parcels with relocations prior to receiving environmental clearance.
- Working with the cities on final preliminary layout reviews.
- Looking to meet with Mndot, Forest Lake & Chisago City on potential sanitary sewer extension work.
- Working on cost/funding layout
- Working on construction staging options with Mndot

TAB 2

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 04, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 04, 2024 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

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

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

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

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

On motion by Dunne, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 6:44 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Director's Report
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – Opioid Settlement Advisory Council 2024-2026
4.) Minutes from the August 21, 2024, Meeting

5.) Payment of County's Warrants and Miscellaneous Bills **Total**: $748,268.60 + $15,151.50 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.

6.) Recognition of County Staff September Anniversaries

7.) Application for Abatement (reduction) of Property Taxes

8.) Acceptance of Donations – Children's Water Festival

RESOLUTION NO: 24/0904-1

ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2024:

- Chisago City Fire Department – $500.00 for the Children's Water Festival

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the payment of $40,950 using unallocated ARPA funds for the CCSO ARMER radios. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the payment of $8,909.98 using unallocated 2024 CIP funds for the Body Scanner and Disposal of hazardous/regulated materials related to the new bag scanner/body scanner in the Center City Government Center. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve final, and only payment to SpyGlass, for the phone technology audit from the remaining unallocated ARPA funding and unallocated 2024 CIP funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Resolution authorizing acceptance of the State of Minnesota Office of Justice Programs Grant by Chisago County Attorney and the Victim Services Program.

RESOLUTION NO: 24/0904-2

RESOLUTION AUTHORIZING ACCEPTANCE OF THE STATE OF MINNESOTA, OFFICE OF JUSTICE PROGRAMS (OJP) GRANT BY THE CHISAGO COUNTY ATTORNEY AND VICTIM SERVICES PROGRAM

WHEREAS, Chisago County, on behalf of the Chisago County Attorney has applied for Victim Services Grant funds available through the State of Minnesota, Department of Public Safety, Office of Justice Programs, to support the statutorily mandated services, pursuant to Minn. Stat. 611A.

NOW THEREFORE BE IT RESOLVED, by the Chisago County Board of Commissioners, Chisago County, Minnesota, as follows:

1. That Chisago County, for and on behalf of the Chisago County Attorney's Office and the Victim Services Program, hereby approves and authorizes the receipt of grant funds, effective from the execution of the Grant Acceptance, or October 1, 2024 (whichever is first in time) through the end of the term of the Agreement, September 30, 2025. The receipt of the funds shall be for the operation of the Victim Services Program, consistent with the State laws and the guidelines implemented by OJP.
2. That Chisago County Attorney, Janet Reiter, and/or the Victim Witness Coordinator, Andrea Story (or their successors), is/are authorized to execute and accept the grant award and the Victim Services Coordinator and the County Attorney are authorized to sign any subsequent Amendments or agreements that may be required by the State of Minnesota to access the resources, systems or tools available pursuant to the grant award.

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

On motion by Montzka, seconded by Swenson, the Board moved to approve the ratification with MnCCC/TriMin Amendment to Agreement to provide Professional Services. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

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 Montzka, seconded by Dahlberg, the Board adjourned the meeting at 7:21 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

_____
Marlys Dunne, Chair

Attest:_____
Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 18, 2024

3

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $590,735.42

Recap by Fund	Fund	Amount	Name
	1	353,535.56	General Revenue Fund
	3	203,342.46	Road And Bridge Fund
	12	17,311.37	Capital Equipment Fund
	14	15,627.05	Solid Waste Fund
	18	30.98	Lake Imprvmnt Distr Maint
	76	888.00	Employee Recognition Agency Fu
	All Funds	590,735.42	Total

Approv

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
9/20/2024	$ 9,504.31		9/18/2024	Commissioners Warrants
8/27/2024	$ 3,154.19			Auditor Warrants
9/6/2024	$ 59,400.95			Auditor Warrants
	$ 72,059.45	Total		

Lake Area Bank; Derek Anklan; Sheriff; supplies; $121.56
Lake Area Bank; Ben Elfelt; LID; supplies; $26.87
Lake Area Bank; Karen Gates; Human Resources; conference; $554.08
Lake Area Bank; Jon Gray; Sheriff; conference; $98.00
Lake Area Bank; Mark Hendrickson; supplies; $343.65
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; $455.28
Lake Area Bank; Karen Long; Recorder; conference; $1,299.32
Lake Area Bank; Kyle Puelston; Sheriff; supplies; $139.49
Lake Area Bank; Scott Sellman; Sheriff; supplies; $91.04
Lake Area Bank; Barbara Shimmon; Public Works; supplies; conference; $299.90

Lake Area Bank; Joseph Tart; Parks; supplies; $34.99
Lake Area Bank; Kristin Waddell; Auditor/Treasurer; supplies; $355.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $1,321.99
Lake Area Bank; Todd McMurray; HHS; supplies; $2,288.70
Lake Area Bank; Tracy Krona; HHS; supplies; $1,547.74

- All invoices available with the Clerk of the Board

Additional Payments:

Saris – V# 19402
$3990.00

Uline – V# 21054

$456.71

Chisago County Board of Commissioners
September 18th 2024

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?:	Y	

Chisago County Board of Commissioners
September 18th 2024

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
9297	**Allen/Theresa**						
2	05-430-700-0125-6335		13.30	TRAVEL EXPENSE-MILEAGE 08/01/2024 08/01/2024		Worker Travel	N
	05-430-700-0127-6335		165.20	TRAVEL EXPENSE-MILEAGE 07/09/2024 08/26/2024		Mh Travel	N
9297	**Allen/Theresa**		**178.50**	**2** Transactions			
10292	**AMAZON CAPITAL SERVICES**						
3	05-420-600-0000-6401		12.21	SUPPLIES 08/27/2024 08/27/2024	16JN-V76G-7QF6	General Supplies	N
3	05-430-700-0000-6401		25.14	SUPPLIES 08/27/2024 08/27/2024	16JN-V76G-7QF6	General Supplies	N
3	05-451-430-0000-6401		34.47	SUPPLIES 08/27/2024 08/27/2024	16JN-V76G-7QF6	General Supplies	N
6	05-420-600-0000-6401		15.60	SUPPLIES 09/05/2024 09/05/2024	19LG-WPGR-DVDF	General Supplies	N
6	05-430-700-0000-6401		23.39	SUPPLIES 09/05/2024 09/05/2024	19LG-WPGR-DVDF	General Supplies	N
7	05-430-700-0000-6401		35.99	SUPPLIES 09/09/2024 09/09/2024	1H3X-9F6V-49FQ	General Supplies	N
4	05-430-700-0000-6401		65.99	SUPPLIES 08/24/2024 08/24/2024	1HHW-7K7H-PLKF	General Supplies	N
5	05-420-600-0000-6401		64.74	SUPPLIES 09/01/2024 09/01/2024	1QCF-QKNW-TVJY	General Supplies	N
5	05-430-700-0000-6401		97.10	SUPPLIES 09/01/2024 09/01/2024	1QCF-QKNW-TVJY	General Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**374.63**	**9** Transactions			
1194	**BACH/SARAH**						
8	05-430-700-0128-6335		151.42	TRAVEL EXPENSE-MILEAGE 08/31/2024 09/01/2024		Child Prot Staff Travel	N
9	05-430-700-0128-6335		77.74	TRAVEL EXPENSE-MEALS 08/31/2024 09/01/2024		Child Prot Staff Travel	N
10	05-430-700-0128-6335		10.00	TRAVEL EXPENSE-RENTAL CAR FUEL 08/31/2024 09/01/2024		Child Prot Staff Travel	N
1194	**BACH/SARAH**		**239.16**	**3** Transactions			
9443	**Bradshaw Funeral and Cremation**						
56	05-420-622-0000-6006		1,500.00	[redacted]		Burials General Relief	N

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Chisago County Board of Commissioners
September 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					09/06/2024 09/06/2024			
	9443	**Bradshaw Funeral and Cremation**		**1,500.00**	**1** Transactions			
	3756	**CHILDREN'S DENTAL SERVICES**						
11		05-451-480-0000-6841		459.49	TRANSPORTATION-RESTORE TEAM		Community Services	N
					07/11/2024 07/11/2024			
12		05-451-480-0000-6841		259.49	TRANSPORTATION-HYGIENE TEAM		Community Services	N
					07/18/2024 07/18/2024			
	3756	**CHILDREN'S DENTAL SERVICES**		**718.98**	**2** Transactions			
	203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**						
13		05-430-700-0000-6826		48.64	NAME TAGS		Contingency	N
					09/06/2024 09/06/2024			
14		05-451-430-0000-6800		194.56	NAME TAGS		Other Expense	N
					09/06/2024 09/06/2024			
22		05-121-000-0000-6202		0.97	VETERANS POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
17		05-420-600-0000-6202		733.46	AUGUST IM POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
19		05-420-600-0000-6202		190.00	NORTH BRANCH POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
18		05-420-640-0000-6202		4.20	AUGUST IV-D POSTAGE DUE	AUGUST 2024	Iv-D Postage	N
					08/01/2024 08/31/2024			
15		05-420-640-0000-6202		387.73	AUGUST IV-D POSTAGE	AUGUST 2024	Iv-D Postage	N
					08/01/2024 08/31/2024			
16		05-430-700-0000-6202		536.59	AUGUST HS POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
20		05-430-700-0000-6202		380.00	NORTH BRANCH POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
21		05-451-430-0000-6202		430.00	NORTH BRANCH POSTAGE	AUGUST 2024	Postage	N
					08/01/2024 08/31/2024			
	203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**		**2,906.15**	**10** Transactions			
	203003	**CHISAGO COUNTY RECORDER'S OFFICE**						
24		05-420-600-0000-6241		19.00	DEATH CERTIFICATES	2024-179	General Administration	N
					08/06/2024 08/06/2024			
25		05-420-600-0000-6242		26.00	BIRTH CERTIFICATES	2024-179	Birth Certificates	N
					08/07/2024 08/07/2024			
23		05-420-600-0000-6242		26.00	BIRTH CERTIFICATES	2024-182	Birth Certificates	N
					08/13/2024 08/13/2024			

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Chisago County Board of Commissioners
September 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	203003	**CHISAGO COUNTY RECORDER'S OFFICE**		**71.00**	**3** Transactions			
	30177	**CINTAS CORPORATION**						
25		05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 08/27/2024 08/27/2024	4203342899	General Administration	N
26		05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 08/27/2024 08/27/2024	4203342899	General Administration	N
26		05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 08/27/2024 08/27/2024	4203342899	Other Expense	N
27		05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 09/03/2024 09/03/2024	4203879421	General Administration	N
27		05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 09/03/2024 09/03/2024	4203879421	General Administration	N
27		05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 09/03/2024 09/03/2024	4203879421	Other Expense	N
	30177	**CINTAS CORPORATION**		**72.42**	**6** Transactions			
	9213	**Dwyer/Samantha**						
28		05-430-700-0137-6335		116.38	TRAVEL EXPENSE-MILEAGE 08/01/2024 08/28/2024		Adult Services Travel	N
	9213	**Dwyer/Samantha**		**116.38**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**						
29		05-430-700-0127-6335		38.50	TRAVEL EXPENSE-MILEAGE 07/11/2024 08/22/2024		Mh Travel	N
	8508	**ELLIOTT/JENNIFER**		**38.50**	**1** Transactions			
	5124	**FLORIN/MARK**						
30		05-420-600-0132-6335		60.85	TRAVEL EXPENSE-MILEAGE 08/26/2024 08/28/2024		Accounting Travel	N
30		05-430-700-0132-6335		98.16	TRAVEL EXPENSE-MILEAGE 08/26/2024 08/28/2024		Accounting Travel	N
30		05-451-430-0000-6335		37.30	TRAVEL EXPENSE-MILEAGE 08/26/2024 08/28/2024		Worker Travel	N
	5124	**FLORIN/MARK**		**196.31**	**3** Transactions			
14	**90061**	**INNOVATIVE OFFICE SOLUTIONS LLC**						
31		05-420-600-0000-6401		39.46	SUPPLIES 08/28/2024 08/28/2024	4624391	General Supplies	N
31		05-430-700-0000-6401		81.24	SUPPLIES	4624391	General Supplies	N

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Chisago County Board of Commissioners
September 18th 2024

	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
						08/28/2024 08/28/2024			
31		05-451-430-0000-6401			111.41	SUPPLIES	4624391	General Supplies	N
						08/28/2024 08/28/2024			
33		05-451-430-0000-6401			49.33	SUPPLIES	4624392	General Supplies	N
						08/28/2024 08/28/2024			
32		05-420-600-0000-6401			225.02	SUPPLIES	4624393	General Supplies	N
						08/28/2024 08/28/2024			
32		05-430-700-0000-6401			337.54	SUPPLIES	4624393	General Supplies	N
						08/28/2024 08/28/2024			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**			**844.00**	**6** Transactions			
	9103	**Kearn/Brittany**							
34		05-430-700-0127-6335			168.15	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
						07/02/2024 08/22/2024			
	9103	**Kearn/Brittany**			**168.15**	**1** Transactions			
	7327	**LEWIS/NICOLE**							
35		05-430-700-0134-6335			34.20	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
						08/05/2024 08/28/2024			
36		05-430-700-0137-6335			79.79	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
						08/05/2024 08/28/2024			
	7327	**LEWIS/NICOLE**			**113.99**	**2** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**							
37		05-420-600-0000-6241			60.00	MONTHLY LEXIS/NEXIS-ACCURINT	1223200	General Administration	N
						08/01/2024 08/31/2024			
37		05-430-700-0000-6241			90.00	MONTHLY LEXIS/NEXIS-ACCURINT	1223200	General Administration	N
						08/01/2024 08/31/2024			
	10007	**LEXISNEXIS RISK SOLUTIONS**			**150.00**	**2** Transactions			
	5203	**LUNDGREN/LISA**							
38		05-430-700-0128-6335			135.02	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
						07/02/2024 07/29/2024			
	5203	**LUNDGREN/LISA**			**135.02**	**1** Transactions			
	4137	**MCAA**							
39		05-430-700-0132-6240			225.00	MFSRC CONFERENCE REGISTRATION	KLEIN.CAROL	Accounting Training	N
						10/09/2024 10/09/2024			
	4137	**MCAA**			**225.00**	**1** Transactions			

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Chisago County Board of Commissioners
September 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	5649	**NORDBY/HEIDI**						
40		05-430-700-0134-6335		39.28	TRAVEL EXPENSE-MILEAGE 07/09/2024 08/07/2024		DD Worker Travel	N
41		05-430-700-0137-6335		91.68	TRAVEL EXPENSE-MILEAGE 07/09/2024 08/07/2024		Adult Services Travel	N
	5649	**NORDBY/HEIDI**		**130.96**	**2** Transactions			
	7176	**RUSH PRINTING INC**						
42		05-420-640-0000-6401		145.43	CHILD SUPPORT SUPPLIES 09/01/2024 09/01/2024	22075	Iv-D General Supplies	N
	7176	**RUSH PRINTING INC**		**145.43**	**1** Transactions			
	9296	**Schroeder/Vicki**						
43		05-430-700-0127-6335		23.64	TRAVEL EXPENSE-MILEAGE 08/06/2024 08/27/2024		Mh Travel	N
	9296	**Schroeder/Vicki**		**23.64**	**1** Transactions			
	9119	**Snell/Frannie**						
44		05-430-700-0000-6241		45.12	CLIENT MEALS REIMBURSEMENT 08/06/2024 08/20/2024		General Administration	N
	9119	**Snell/Frannie**		**45.12**	**1** Transactions			
	7930	**STRAND/TERESA**						
45		05-430-700-0127-6335		152.51	TRAVEL EXPENSE-MILEAGE 08/06/2024 08/14/2024		Mh Travel	N
	7930	**STRAND/TERESA**		**152.51**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
46		05-430-700-0134-6335		16.40	TRAVEL EXPENSE-MILEAGE 08/05/2024 08/15/2024		DD Worker Travel	N
47		05-430-700-0137-6335		38.28	TRAVEL EXPENSE-MILEAGE 08/05/2024 08/15/2024		Adult Services Travel	N
	7558	**SWENSON/MICHELLE**		**54.68**	**2** Transactions			
	8412	**THRON/KATE**						
48		05-430-700-0127-6335		4.20	TRAVEL EXPENSE-MILEAGE 08/13/2024 08/29/2024		Mh Travel	N
	8412	**THRON/KATE**		**4.20**	**1** Transactions			
	8820	**WEIDENDORF/PEGI**						

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Chisago County Board of Commissioners
September 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
48		05-420-600-0132-6335		45.48	TRAVEL EXPENSE-MILEAGE 08/02/2024 08/27/2024		Accounting Travel	N
49		05-430-700-0132-6335		73.37	TRAVEL EXPENSE-MILEAGE 08/02/2024 08/27/2024		Accounting Travel	N
47		05-451-430-0000-6335		27.88	TRAVEL EXPENSE-MILEAGE 08/02/2024 08/27/2024		Worker Travel	N
	8820	**WEIDENDORF/PEGI**		**146.73**	**3** Transactions			
	8918	**WILKINSON/LEIGH**						
50		05-430-700-0134-6335		20.94	TRAVEL EXPENSE-MILEAGE 08/02/2024 08/29/2024		DD Worker Travel	N
51		05-430-700-0137-6335		48.89	TRAVEL EXPENSE-MILEAGE 08/02/2024 08/29/2024		Adult Services Travel	N
	8918	**WILKINSON/LEIGH**		**69.83**	**2** Transactions			
	9885	**ZIEGLER/SAMANTHA**						
52		05-430-700-0127-6335		76.42	TRAVEL EXPENSE-MILEAGE 07/10/2024 08/27/2024		Mh Travel	N
	9885	**ZIEGLER/SAMANTHA**		**76.42**	**1** Transactions			
	9763	**ZIERDEN/JESSICA**						
55		05-430-700-0000-6202		11.55	POSTAGE REIMBURSEMENT 07/24/2024 09/05/2024		Postage	N
54		05-430-700-0000-6241		24.86	CLIENT MEAL REIMBURSEMENT 07/24/2024 09/05/2024		General Administration	N
53		05-430-700-0128-6335		570.19	TRAVEL EXPENSE-MILEAGE 07/12/2024 08/28/2024		Child Prot Staff Travel	N
	9763	**ZIERDEN/JESSICA**		**606.60**	**3** Transactions			
5 Fund Total:				**9,504.31**	**Health And Human Services**	**28 Vendors**	**72 Transactions**	
Final Total:				**9,504.31**	**28 Vendors**	**72 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	9,504.31	Health And Human Services
	All Funds	9,504.31	Total

Approved by, ...

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Chisago County Board of Commissioners
September 18th 2024

Print List in Order By:	2	1 - Fund (Page Break by Fund) 2 - Department (Totals by Dept) 3 - Vendor Number 4 - Vendor Name	Page Break By:	1	1 - Page Break by Fund 2 - Page Break by Dept
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				

Chisago County Board of Commissioners
September 8th 2024

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
523	DEPT			Parks			
19402	**SARIS**						
1	01-523-000-0000-6802		3,990.00	BIKE REPAIR SUPPLIES/PARKS	1021340	Miscellaneous Expenses	N
19402	**SARIS**		**3,990.00**	**1** Transactions			
21054	**ULINE**						
2	01-523-000-0000-6802		456.71	BIKE RACK/PARKS	456.71	Miscellaneous Expenses	N
21054	**ULINE**		**456.71**	**1** Transactions			
523	**DEPT Total:**		**4,446.71**	**Parks**	**2 Vendors**	**2 Transactions**	
1	**Fund Total:**		**4,446.71**	**General Revenue Fund**		**2 Transactions**	
	Final Total:		**4,446.71**	**2 Vendors**	**2 Transactions**		

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Recap by Fund	Fund	Amount	Name
	1	4,446.71	General Revenue Fund
	All Funds	4,446.71	Total

Approved by, ...

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Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **4**
Title of Item for Consideration: Credit Card Request – Dan Weber, IT Manager, Enterprise Services	
Action Requested by: Jon Eckel, Director	***Department:*** Enterprise Services
Previous Action on this Matter: None.	
Background: This card will be used to pay for online hardware and software for the IT division, a division of the of the Chisago County Enterprise Services Department. • Credit Card Request Form – Dan Weber $1,000.00	
Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Dan Weber of the Chisago County Enterprise Services Department. The following motion is suggested: ***"Move to approve a credit card for Dan Weber of the Chisago County Enterprise Services Department."***	
Implications of Action: Board approval at tonight's meeting will allow the County Auditor Office to request a credit card for Dan Weber of the Chisago County Enterprise Services Department. ***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 _____

COUNTY OF CHISAGO
REQUEST FOR COUNTY ISSUED CREDIT CARD

TO: COUNTY AUDITOR

FROM: Jon Eckel (Name (Dept Head))

Enterprise Services (Department)

RE: Request for County Issued Credit Card
(Place an X in the applicable box)

☐	Commissioner	$1,500
☐	Department Head	$5,000
☑	Employee	$1,000

Department Head Portion:

I request the following employee be issued a Chisago County Credit Card:

Employee Full Name (print): Dan Weber

Title & Department: IT Manager Enterprise Services

Employee Sample Signature: _____

Reason why credit card is needed: Purchases online software and hardware that requires a credit card.

The Department Head may recommend an account limit for an employee not to exceed $500. Without exception, the County Board of Commissioners will establish all account limits.

Use of County Issued Credit Card:
County provided credit cards are to be used only for conducting officially approved County business. Official County business includes approved travel (hotels & travel expenses) and registration fees per County policy and any other items approved, per County policies, prior to actual purchase. No alcoholic beverages may be purchased with said card.

I hereby certify that I have reviewed with the employee the Chisago County Issued Credit Card Policy and the Credit Card User Agreement (Exhibit B).

_____
Signature of Department Head

9/9/24
Date

Employee Portion:

I have reviewed the Chisago County Issued Credit Card Policy and the Credit Card User Agreement. I agree to abide by these policies and other policies of the County. I consent to the County running a background credit check on my personal credit history if the County deems it necessary.

Signature of Employee

9-9-24
Date

***** PLEASE RETURN TO AUDITOR'S OFFICE *****

Submissions to Board will be done by the Auditor/Treasurer's Office **only**

County Auditor Portion:

RECEIVED
SEP 09 2024
BY:

Received request on
Date

Amy Lombardo
Chisago County Auditor Deputy

9/9/24
Date

Presented to the Chisago County Board on 9/18/24
Date

Action taken by Chisago County Board on
Date

- ☐ Approved as requested
- ☐ Denied
- ☐ Other

Board Approval Stamp

Employee Portion:

I acknowledge receipt of credit card bearing number

Employee Signature

Date

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **5**
Title of Item for Consideration: 2024 Budget Adjustments – Statewide Housing Aid and Parks Acquisition Fund Sunrise Prairie Trail Seg. G	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: Included in Board Approved 2024 Budget.	

Background: After the 2024 budget was set, the State implemented a new Statewide Affordable Housing Program. On 1/17/24, the Board approved moving the County's allocation of the Aid to the HRA-EDA's Housing Trust Fund. The proposed budget adjustments are to set the budget for the revenue and expenditure.

Final payment to Knife River for Segment G of the Sunrise Prairie Regional Trail Project and subsequent reimbursement from the existing DNR-Legacy grant process. Parks Acquisition and Improvement fund has no expenditures budgeted for 2024.

***Attachment(s)*:**

- 2024 Budget Adjustment Form – Statewide Housing Aid
- 2024 Budget Adjustment Form – Parks Acquisition Fund Sunrise Prairie Trail Seg. G

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2024 Budget Adjustments – Statewide Housing Aid and Parks Acquisition Fund Sunrise Prairie Trail Seg. G. The suggested motion to approve this action is as follows:

"Move to approve the 2024 Budget Adjustments – Statewide Housing Aid and Parks Acquisition Fund Sunrise Prairie Trail Seg. G."

Implications of Action: If the budget adjustment is approved our financial reporting requirements will be adhered to.

Budget/Financial Implications: This is no additional expenditure to the County.

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

Administrator's Recommendation

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

Budget Adjustment Request

this form MUST be completed electronically

2024
year

Department Name: Environmental Services / Parks Division

Department Head: Kurt Schneider/Joe Tart

Reason and description of the proposed change to the Budget:

Final payment to Knife River for Segment G of the Sunrise Prairie Regional Trail Project and subsequent reimbursement from the existing DNR-Legacy grant process. Parks Acquisition and Improvement fund has no expenditures budgeted for 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 09/12/24. Payment made to Knife River on 7/5/24, reimbursement from DNR received on 6/6/24 and 8/19/24. The Board previously approved a Budget Adjustment request for a payment to Knife River on 4/17/24 for $337,456 from the Parks Acquisition Fund balance.

	Account #					Additional $ Amounts	
Account Description	**Fund**	**Dept**	**Program**	**Service**	**Object**	**Revenue**	**Expenditure**
State Grants	15	523	250	0000	5300	$419,297	
Services and Charges	15	523	250	0000	6211		($146,070)

Budget Adjustment Request

this form MUST be completed electronically

2024
year

Department Name: Auditor-Treasurer

Department Head: Bridgitte Konrad/Kristin Waddell

Reason and description of the proposed change to the Budget:

After the 2024 budget was set, the State implemented a new Statewide Affordable Housing Program. On 1/17/24, the Board approved moving the County's allocation of the Aid to the HRA-EDA's Housing Trust Fund. The proposed budget adjustments are to set the budget for the revenue and expenditure.

	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:

Aid is received in July and December of each year and the HRA-EDA will be paid their allocation after the aid is received.

	Account #					Additional $ Amounts	
Account Description	**Fund**	**Dept**	**Program**	**Service**	**Object**	**Revenue**	**Expenditure**
Statewide Affordable Housing Aid	01	149	000	0000	5223	$130,416	
State Grant Expenses	01	149	000	0000	6454		($130,416)

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **6**
Title of Item for Consideration: Citizen Appointment to Parks Board – District 4	
Action Requested by: Board of Commissioners	***Department:*** Admin./Clerk of the Board

Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.

Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There is currently one application for a vacant position on the Park Board.

Water Plan Policy Team

District 4 – 01/01/2024 to 01/01/2027: Jessica Bergan

Attachments:

- Citizen Application

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint _____ as the District 4 representative on the Park Board effective immediately thru 01/01/2024 to 01/01/2027. The following motion is suggested to appoint/reappoint each individual:

"Move to appoint _____ as the District 4 representative on the Park Board effective immediately thru 01/01/2024 to 01/01/2027."

Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.

Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2024 Budget for the identified Boards/Committees/ Commissions.

Legal/Policy Implications: The proposed activities are 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 _____

APPLICATON

Last Name:	Bergan
First Name:	Jessica
Middle Name:	Ann
Address:	[redacted]
City:	[redacted]
State:	MN
Zip:	55092
Home Phone:	[redacted]
List experience or skills you have relating to the appointment you are seeking:	I have children in the community which keeps me interested in maintaining and developing our parks system. I am clear in my communication, and listen to all voices before making decisions. I assist the Parks Advisory Commission for the City of Wyoming.
List special or personal interests relating to the appointment you are seeking:	I continue to support the city of Wyoming in its endeavors to build Railroad park and seek grants
Why do you want this appointment?	I want to continue making a difference within my community however possible including within the County

TAB 7

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: September 11, 2024
Re: **September Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your September 18, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Meyer Lloyd IUP Amendment – Commercial Kennel
3. Joseph Winberg Winberg Addition Preliminary Plat
4. Carol Hauglie Autumn Woods Cottages Final Plat Extension
5. Lake Improvement District Lab to Lakes Carp Study – Minnesota Invasive Species Research Center

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, September 26th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday September 25th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Timothy & Barbara Jansen and applicant Bigfork Valley Log Cabins, LLC are requesting a Variance allowing for a reduced setback from the Ordinary High Water Level of Rush Lake for the purpose of

redeveloping the property with a new dwelling. The .30± acre subject site is zoned Rural Residential I (RRI) District / Shoreland Management District and located at 52045 Belle Isle Drive in Nessel Township, S15, T37, R22 (PID 06.00983.00).

2. Property owner Jeffrey J. Stoks and Peggy A. Stoks Trust and applicant Bigfork Valley Log Cabins, LLC are requesting a Variance in order to intensify a non-conforming structure, by replacing an existing deck with a three-season porch of the same size, located closer to the Ordinary High Water Level of Rush Lake than allowed and to exceed the maximum allowable amount of impervious surface coverage in the Rural Residential I (RRI) District / Shoreland Management District. The .32± acre subject site is located at 52205 Belle Isle Drive in Nessel Township, S15, T37, R22 (PID 06.00972.00).
3. Property owner MVMC, LLC and applicant Mike O'Malley are requesting a Variance allowing for the expansion of a non-conforming structure (dwelling) located closer to the Ordinary High Water Level of North Center Lake and westerly property boundary than allowed in the Rural Residential I (RRI) District / Shoreland Management District. The property owner is proposing to expand the dwelling by adding an attached garage and second story. The .44± acre subject site is located at 32860 Nueman Trail in Chisago Lake Township, S22, T34, R20 (PID 02.01688.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, October 3rd at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for October 2nd departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owner Virginia Carlson is requesting approval of the Preliminary Plat of Hirsch Homestead involving the creation of one 10± acre lot from a 50.7± acre tract of land. The subject site is zoned Agricultural (AG) District

and located at 11803 Olson Road in Sunrise Township, S5, T35, R20 (PID 09.00049.00).

2. Property owner Mariah Van Heel is requesting an Interim Use Permit allowing for an accessory structure without the presence of a principal use structure, such as a dwelling, on a 29± acre property in the Agricultural (AG) District. The subject site is generally located at the southwest corner of the intersection of 375th Street / CSAH 11 and Pottery Trail in Amador Township, S26, T35, R20 (PID 01.00393.10).
3. Property owners David & Sheryl Nichols and applicant Dennis Batty are requesting approval of the Preliminary Plat of Goose Lake Acres involving the creation of three lots, ranging in size from 5± acres to 7.5± acres, from a 40± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township, S34, T37, R22 (PID 06.00707.00).
4. Property owners Alan & Marilyn Johnson and applicant Chris DuBose are requesting approval of the Preliminary Plat of Fjellansbole Acres involving the creation of one 7.2± acre lot, with frontage on Lindo Trail, from a 67.7± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 11293 335th Street / CSAH 14 in Chisago Lake Township, S17, T34, R20 (PID 02.00601.00).
5. Property owners Jaime Jacobson & Lisa Logue are requesting an Interim Use Permit allowing for an accessory structure without the presence of a principal use structure, such as a dwelling, on a 20± acre property in the Agricultural (AG) District. The subject site

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru August 30, 2024, is $903,634 or 97.7% of projected 2024 revenue. Permit volumes remain strong. Revenue projections thru the end of year remain strong ($250,000+) due in large part to fee schedule policy adjustments for 2024 and continued pace of construction activities. The general permit

activity tabulations report/table for August year to date are not complete at this time and will be distributed as soon as available.

Water Festival!

Please see the attached full Draft *(still in proof form as of this report)* of 2024 Water Festival events and activities on **September 26th!** The event is hosted again this year at Wild Mountain ski/recreation/event facilities, and we thank them for their great local support. Over 25 hands on classroom teaching stations will again be present at the festival this year. Teacher Education sessions showcasing water education and water festival resources will also be provided.

The Water Festival is a tremendous event involving countless presenters, volunteers, and sponsors over the past 22 years! Over 650 fifth grade students are anticipated to attend this year. During the past 22 years, over 13,000 students have attended the festival! The festival is definitely not possible without the support of the Chisago County Board and the hard work and collaboration of the festival Planning Committee. It is a tremendous legacy event devoted to the educational experience for fifth graders of Chisago County.

There is still room for volunteers at the festival. For information and opportunities please contact:

Susanna Wilson Witkowski, Chisago County Water Resource Manager
651-213-8380 or susanna.wilson@chisagocountymn.gov

The Mission of the Chisago County Water Festival is to provide youth and classroom teachers with an innovative, quality, hands-on learning opportunity highlighting the relationship and interdependence of water to all living things.

Beth M. Gervais

From: Susan Hang <[redacted]>
Sent: Wednesday, February 28, 2024 11:56 AM
To: Beth M. Gervais
Cc: Alex Yang
Subject: Conditional Permit Use (3202X Upland Road) Request

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 Beth,

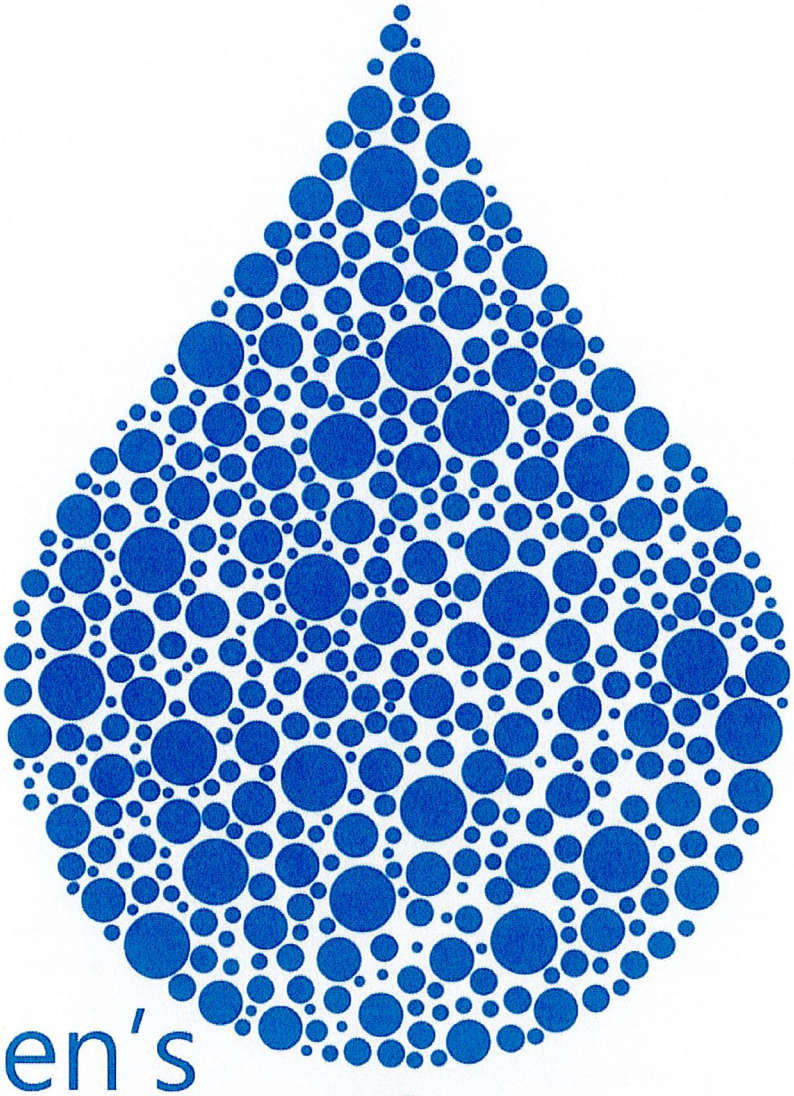
This is Susan Hang. I spoke with you a couple of weeks ago regarding our new property at 3202X Upland Road, Shafer Township that Alexandre Yang and I recently purchased. We would like to formally submit our request to voluntarily surrender the Conditional Permit Use allowing Rural Retail Tourism. We have no intentions of utilizing the Conditional Permit Use for our property.

Please let me know if you have any questions, or if there is anything that we need to do to remove the CPU.

Thank you,

Susan Hang and Alexandre Yang

Clean Water is Life!



Children's

WATER FESTIVAL

Chisago County

Thursday, September 26, 2024

The **Chisago County Water Plan** proudly presents

Chisago County Children's Water Festival

Thursday, September 26, 2024 – 9:30 a.m. to 2:30 p.m.

Wild Mountain Recreation Area, Taylors Falls, MN

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

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

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

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

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

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

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

Participating Schools

	Teachers
CE Jacobson Elementary	Emma Nelson
Alicia Nelson - Principal	Erin Piel
	Anne Rood
Chisago Lakes Lakeside Elementary	Kevin Backer
Sara Johnson - Principal	Jolene Baillargeon
	Brenda Cvar
	Heidi Klecker
	Tony Maahs
	Mark Nordby
	Krista Overgaard
North Branch Sunrise River School	Allison Glenna
Taylor Swanson – Principal	Josh Hanson
	Tracey John
	Trena Kolstad
	Holly McWilliams
	Becky Peters
	Justin Voss
	Jacob Wavra
North Lakes Academy	Hope Christensen
Cory Lushanko - Dean	Brandon Frenette
	Alexis Milbradt
	Dan Mendenhall
Taylors Falls Elementary	Emily Anderson
Jason Riebe – Principal	Rebecca Johnson
	Sheryl Spray
Wyoming Elementary	Rachael Kinder
Laurie Chelgren – Principal	Jake Kolden
	Carrie Pulczinski

TEACHERS:

Please join staff from the Chisago Soil & Water Conservation District and Chisago County Water Resources for a time of Teacher Education showcasing water educational resources. The session is located on the Sun Deck next to the entrance of the Main Chalet from 10:35 – 11:25.

It can be as long or short as you wish. We feel that this time allows you as teachers the opportunity to share your classroom ideas and provide feedback relating to the festival and to learn and share valuable skills.

TEACHERS:

Please join staff from the Chisago Soil & Water Conservation District and Chisago County Water Resources for a time of Teacher Education showcasing water educational resources. The session is located on the Sun Deck next to the entrance of the Main Chalet from 10:35 – 11:25.

It can be as long or short as you wish. We feel that this time allows you as teachers the opportunity to share your classroom ideas and provide feedback relating to the festival and to learn and share valuable skills.

ADDITIONAL WATER FESTIVAL RESOURCES

Dear Chisago County Educators,

Thank you for participating in the twenty-second annual Chisago County Children's Water Festival! **The Planning Committee will be providing the Teacher Session this year from 10:35 – 11:25 a.m. next to the Main Chalet.** However, the committee is also providing the presentations and resources from our Children's *Virtual* Water Festival which was held in May and September of 2021 for teachers and students to explore.
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1. **Children's *Virtual* Water Festival Resources**

The 30 presentations and activities from the Children's *Virtual* Water Festival are divided into five categories: **Aquatic Invasive Species, Water and Wildlife, Watersheds, Water Quality, and Weather**.

Each presentation and/or activity is summarized in an Info Sheet based on their category. Each Info Sheet includes a description of the presentation topic, links to videos, and a Digging Deeper section with links to worksheets or other activities or lesson plans. Teachers and students can explore each presentation and/or activity as they wish.

The links to these resources are available on the Chisago County Water Resource & Environmental Education webpage at: https://www.chisagocountymn.gov/325/Water-Resource-Environmental-Education

2. **Additional Water Festival Resources**

The **Additional Resources** listed below contain links to presentations and activities available for teachers and students to explore.

Thank you for again for participating in our 22nd annual in-person festival! We'd like to thank the educators, school administrators, volunteers, presenters, and sponsors for their contributions to the festival these past 22 years. We look forward to 22 more years of hands-on learning on the importance of water!

ADDITIONAL WATER FESTIVAL RESOURCES

Connecting Classrooms and Communities through Watersheds
This unit plan includes activities where students learn about watersheds, human impact on watersheds, and ways watersheds can be protected and conserved. It includes a service-learning project.
http://www.geoteach.org/teacher_resources/lessons/Connecting%20through%20Watersheds.pdf

JetStream – An Online School for Weather
This site includes information on a range of weather topics.
https://www.weather.gov/jetstream/

Space/STEM Water Activities
This collection of activities provided by the NASA Jet Propulsion Lab includes several related to water.
https://www.jpl.nasa.gov/edu/teach/tag/search/water

The Lake Game
In this activity students role-play different water use situations, make decisions, and observe the impact of those decisions on a lake's water quality.
https://files.dnr.state.mn.us/education_safety/education/minnaqua/leadersguide/chapter_3/3_5_the_lake_game.pdf

Understanding Our Water Footprint: Middle School Lesson Plans
Three lessons that explore water resources and how consumption choices impact water consumption at the personal and school campus levels.
https://www.watercalculator.org/resource/middle-school-lessons/

Waters to the Sea: Mississippi River Adventure
This site includes short videos, animations, and interactive activities related to the water cycle, watersheds, water quality, and ecosystems. It includes clusters of material focused on Earth science, life science, social science, and culture.
https://www.arcgis.com/apps/MapSeries/index.html?appid=37dcc0e020624bd082caf2f2c8c5583f

Water Water Anywhere
In this activity, students experience three stations focused on water abundance, physical water scarcity, and economic water scarcity.
https://thewaterproject.org/resources/lesson-plans/water-water-anywhere

Weather Resources
This site includes videos, interactive activities, posters, and links related to a range of weather topics. It also connects these topics to the Geostationary Operational Environmental Satellite (GOES) – R fleet of geostationary weather satellites
https://www.goes-r.gov/resources/education.html

Great Lakes Aquarium
This site includes downloadable curricula, teaching kits, equipment, props, and media to borrow for free.
https://glaquarium.org/education/
https://glaquarium.org/education/k-12-learning/teacher-resource-center/

CLASSROOM STATIONS

1/3/5 The Long Haul – Project WET

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

2/4 Run for Your Life Cycle

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

6 Muddy Waters

Students explore how native prairie plants can slow runoff, minimize erosion, and improve water quality while playing a game of tag. Over 3 rounds students represent runoff and collect "soil particles" and "pollution" on their way to a lake. During each round of the game varying plant communities are added to capture runoff and reduce pollution in the lake. At the end of the game, students will make seed bombs with native plant seeds that they can plant in their homes.
Presenter: Jessica Sahu Teli, Washington Conservation District

7 Raging Run-off Results

Students will create run-off from four different land uses, compare the resulting water quality, and observe downstream results.
Presenters: Mary Jo Youngbauer, Chisago SWCD, and Jake Furst and Megan Lindberg, National Resources Conservation Services

8/10/12 Just Passing Through – Project WET

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

9 Minnesota Fishes

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

11 Boat Invaders

Students will play a game to discover how aquatic invasive species impact our lakes and rivers and learn ways to stop their spread in Minnesota.
Presenters: Ben Elfelt and Madelyn Kinny, Chisago County

13 Life Jackets Float – You Don't

All things boating and water safety– the importance of wearing a life jacket while swimming and on a boat. What drowning looks like and how to be a "water watcher". There will be a demo with the involvement of the kids showing them how to properly fit life jackets and what a too small, and too large life jacket might look like. Each attendee will receive a giveaway bag.
Presenter: Nicole Biagi and Lisa Dugan, MN DNR and Ron Istvanovich, Chisago County Sheriff's Office

14 Out of Place?

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

15/17/19 Exploring Macroinvertebrates and Water Quality

In the land of 10,000 lakes, clean water is a big part of Minnesota's culture - that's part of why you all are here today! What IS clean water though? Scientists can measure all sorts of things about water that help them figure

out whether an aquatic system is healthy or not, and what sorts of plant and animal life it should be able to support. We will explore one of those methods using microscopes, hand lenses, dichotomous keys, and other tools to investigate macroinvertebrates - all the little swimmers in lakes and rivers. We'll learn how to identify macros and compare the organisms found in a variety of water sources to figure out which is the cleanest!
Presenters: Kara Baldwin and Holle Despen, Cedar Creek Ecosystem Science Reserve

16 Native Plants Help Water Quality

Students will learn about the importance of native plants to our local ecosystems. Students will also be making native seed packs they can take home to plant and increase the native plant populations in their neighborhoods.
Presenters: Adam Hjelm and Aidan Read, CLFLWD

18 Remarkable River Mammals

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

20 Tracing Water to Your Faucet

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

21/22/23 Water Wonder

Using interactive theatre activities and a short performance, CLIMB Theatre's Actor-Educators will lead students through an exploration of ways in which individual decisions regarding waste affect the conditions of water, and ultimately the health of human beings and their environments. CLIMB specializes in making difficult concepts understandable, hands-on, and fun!

Presenters: Hannah Buss, Jon Haven, Kirsten Erickson, Brynn Kelly, Syndey Lin, and Wendy Soto, Creative Learning Ideas for Mind and Body Theatre

24 What's a Watershed?

What watershed do you live in and what is a watershed anyway? Students will make small watershed models and learn how water flows over land to rivers, lakes, and wetlands.
Presenters: Josiah Cole, Chisago County Extension Educator 4-H Youth Development and Sue Humble, Chisago SWCD

25 Weather Watchers

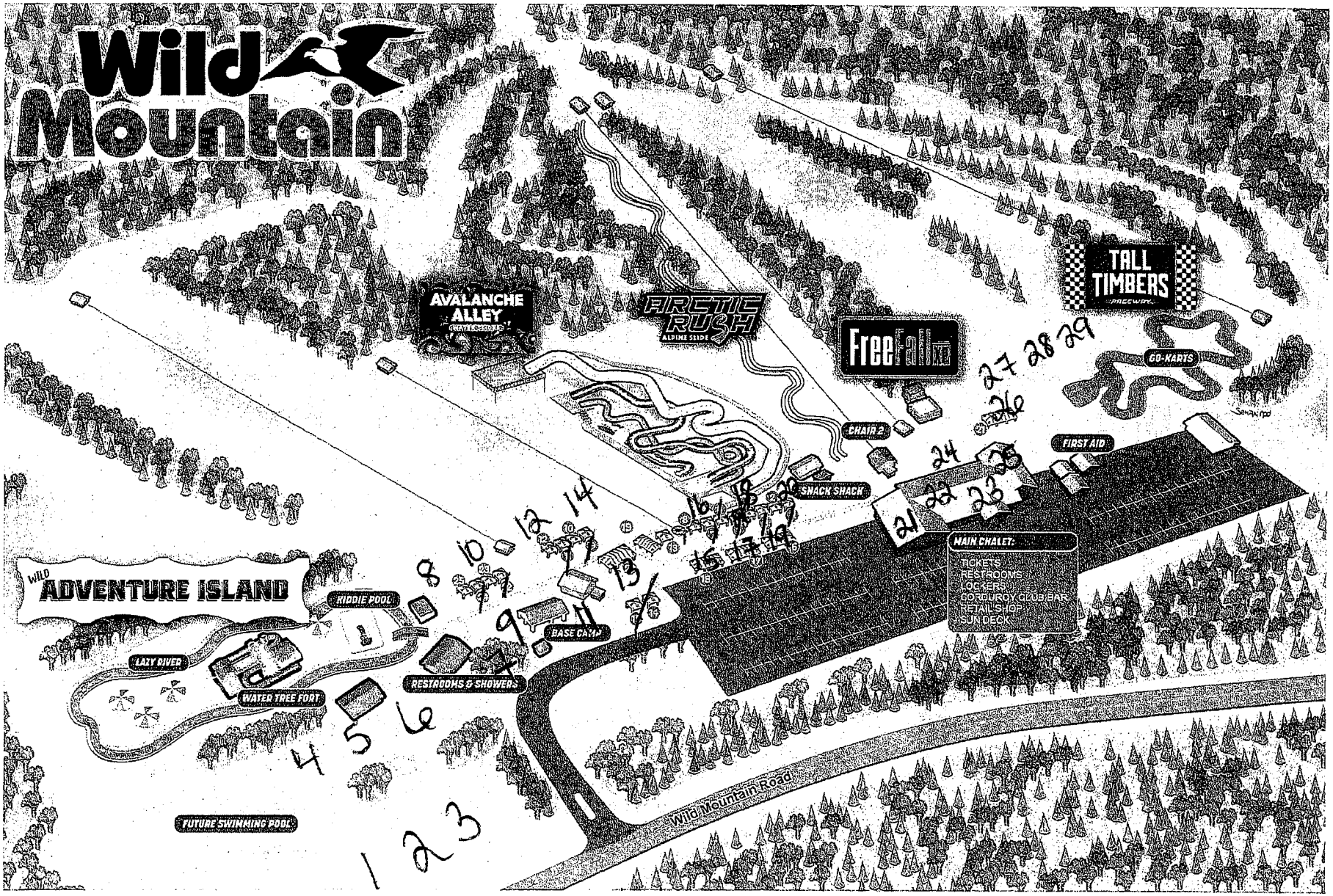
Ever want to forecast what falls from the sky? Students will have the opportunity to learn how to predict the weather using their senses and find creative ways to observe the weather and measure various forms of precipitation. You can be your own meteorologist!
Presenters: Pete Boulay, State Climatology Office, Monica Kinny, Chisago County

26 The Secret Insides of Fish

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

27/28/29 The Incredible Journey – Project WET

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


Wild Mountain
AVALANCHE ALLEY
ARCTIC RUSH
FreeFall
TALL TIMBERS
GO-KARTS
CHAIR 2
FIRST AID
SNACK SHACK
MAIN CHALET:
TICKETS
RESTROOMS
LOCKERS
CORDUROY CLUB BAR
RETAIL SHOP
SUN DECK
WILD ADVENTURE ISLAND
RIDDIE POOL
BASE CAMP
LAZY RIVER
WATER TREE FORT
RESTROOMS & SHOWERS
FUTURE SWIMMING POOL
Wild Mountain Road

2024 PRESENTER SCHEDULES

Station	Activity	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	Total
1	?					LUNCH						6
2	Run for Your Life Cycle					LUNCH						6
3	?					LUNCH						6
4	Run for Your Life Cycle					LUNCH						7
5	?					LUNCH						
6	Muddy Waters					LUNCH						
7	Raging Runoff Results					LUNCH						
8	Just Passing Through					LUNCH						6
9	Minnesota Fishes					LUNCH						6
10	Just Passing Through					LUNCH						6
11	Boat Invaders					LUNCH						7
12	Just Passing Through					LUNCH						6
13	Life Jackets Float – You Don't					LUNCH						7
14	Out of Place?					LUNCH						7
15	Exploring Macroinvertebrates					LUNCH						6
16	Native Plants					LUNCH						7
17	Exploring Macroinvertebrates					LUNCH						6
18	Remarkable River Mammals					LUNCH						7
19	Exploring Macroinvertebrates					LUNCH						6
20	Tracing Water to your Faucet					LUNCH						7
21	Waste Today, Water Tomorrow					LUNCH						6
22	Waste Today, Water Tomorrow					LUNCH						6
23	Waste Today, Water Tomorrow					LUNCH						6
24	What's a Watershed					LUNCH						6
25	Weather Watchers					LUNCH						6
26	Secret Insides of Fish					LUNCH						7
27	Incredible Journey					LUNCH						6
28	Incredible Journey					LUNCH						6
29	Incredible Journey					LUNCH						6

Sponsors & Supporters

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

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

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

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

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

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
September 5, 2024

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, September 5, 2024, at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Environmental Services Director; and Sarah Scheunemann, Office Support Specialist – Land Services.

Chair Wille 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: Dave Whitney, Eric Leivian, Chip Yeager, John Sutcliffe, Chris DuBose, and Jolene Wille. Absent: Jim McCarthy (excused). A quorum was established. Also present: Ex Officio County Commissioners Rick Greene and Dan Dahlberg.

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

Approval of Minutes – Yeager noted a typo on page 2 of the August 1, 2024, regular meeting minutes near the bottom in the Technical / Plat Review Committee paragraph, commenting that "and immediate concerns" should read "any immediate concerns". ***Motion*** by Sutcliffe to approve the August 1, 2024, regular meeting minutes as amended; second by Leivian. The **motion passed** 6-0.

Receive all Materials and Submittals into Record – ***Motion*** by Sutcliffe to accept all materials and submittals into the record; second Yeager. The **motion passed** 6-0. Materials distributed to the Planning Commission in advance of the meeting for their review included the full meeting packet with staff reports and attachments. Copies of all materials were made available to the public.

Public Hearings
Joseph Winberg – Property owner Joseph Winberg requested approval of the Preliminary Plat of Winberg Addition involving the creation of two 5± acre lots, with frontage on Wilcox Road, from a combined 80± acre tract of land located in the Agricultural (AG) District. The plat request included two subject properties, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Willcox Road in Sunrise Township, S18 and 7, T35, R20 (PIDs 09.00189.00 and 09.00078.00).

Coordinator Gervais reviewed details of the subject site, sharing that it consisted of two parcels, including a 39.6± acre parcel at 11290 Wilcox Road (PID 09.00189.00) and a 41.3± acre parcel north and northwest of 11290 Wilcox Road (PID 09.00078.00). Gervais mentioned that the parcel identified as PID 09.00078.00 was uniquely configured in that it featured an approximate 40-acre tract of land northwest of 11290 Wilcox Road / PID 09.00189.00 as well as a completely separated 1-acre tract directly north of 11290 Wilcox Road / PID 09.00189.00. Gervais reviewed topography of the two proposed lots and shared that the northerly proposed lot was developed with a dwelling and at least four detached accessory structures, whereas the southerly proposed parcel was vacant and appeared to be used for agricultural purposes. Gervais noted that the subject site and all surrounding properties were located within the AG District and surrounding properties ranged in size from five acres to 80 acres. Gervais stated that both proposed lots complied with the County's minimum dimensional requirements for the AG District.

The Technical / Plat Review Committee met with property owner Joseph Winberg on August 14, 2024. Land

Services Coordinator Gervais addressed the issue of the 1-acre "sliver" portion of PID 09.00078.00, explaining that the eastern portion of the sliver would be made part of Lot 1 through the platting process, but the western portion would remain as a smaller sliver until the property owner requested and was granted a Lot Reconfiguration and Tie Together to make it part of the remainder of PID 09.00189.00. Sanitarian Davidsavor and Wetland Specialist Fertig noted that the soils report and wetland delineation had been verified and found to be accurate. The Committee did not identify any other immediate concerns. The Sunrise Town Board reviewed the proposed Preliminary Plat as its August 15, 2024 meeting and recommended approval "with the understanding that the orphan strip that [was] to the east and part of parcel number 09.00078.00 [would] be combined with Lot 1 of the new plat and the westerly portion of said orphan strip [would] be combined with the remainder 30 acre parcel". Gervais noted that, having been identified by both staff and the Sunrise Town Board, the issue of the sliver / orphan strip had been addressed with a recommended condition of approval. The ordinance prescribed 120-day review period was scheduled to expire on November 22, 2024.

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

Chair Wille invited the applicant to address the Planning Commission. Property owner Joseph Winberg approached the Commission and provided additional background information, explaining that he had purchased the subject site for agricultural purposes and that he intended to construct a dwelling for himself on the southern proposed parcel. DuBose questioned the proposed 66' wide easement on proposed Lot 2, commenting that it was located within the middle of the lot and not adjacent to a property boundary. Winberg responded that the easement was located in that particular spot to avoid removal of pine trees.

Chair Wille opened the public hearing and sought comment. With no members of the audience wishing to speak, ***motion*** by Yeager to close the public hearing; second by DuBose. The **motion passed** 6-0.

Motion by Yeager to adopt Resolution NO. PC2024-0901, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Winberg Addition as presented; second by DuBose. The **motion passed** 6-0.

Conditions:

1. The Preliminary Plat of Winberg Addition is approved per plat drawing dated signed July 16, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
4. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

Kale Wolff and Federated Co-ops, Inc. – Property owner Kale Wolff and applicant Federated Co-ops, Inc. petitioned for the Rezoning of two parcels from Rural Village Center (RVC) District to Commercial / Limited

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Industrial (CLI) District. The subject properties, totaling 2.95± acres, were located at 18397 St. Croix Trail / TH 95 in Shafer Township, S9, T34, R19 (PIDs 08.00099.00 and 08.00095.00).

Coordinator Gervais reviewed details of the subject site, sharing that it consisted of two parcels with the north parcel, identified as PID 08.00099.00, being 1.60± acres in size and the south parcel, identified as PID 08.00095.00, being 1.35± acres in size for a combined total of 2.95± acres. Gervais noted that the two subject parcels accounted for two of the four parcels in this particular RVC District and that the district was otherwise surrounded by the Agricultural (AG) District. Gervais mentioned that the two subject parcels were vacant and the other two parcels within the district were developed with legal non-conforming dwellings and related detached accessory structures. Gervais explained that historical zoning maps showed that there had been some amount of RVC District – or Highway Business District, as it was called in 1987 – in this general area since at least 1987, adding that the earliest Zoning Map available to staff was 1987. The exact configuration or boundary of the RVC District varied slightly between the 1987 Zoning Map, the 1997 Zoning Map, and the current Zoning Map; however, it was generally the same. Gervais noted that staff couldn't be certain of how this RVC District originated, but one possibility was that it was created to accommodate an existing commercial business which was located on one of the subject parcels at the time that the County adopted official land use controls.

Noting that the entire RVC District was 5.5 acres in size, Gervais commented that the proposed Rezoning would reduce the district's land area by nearly 54%. Gervais reviewed the applicant's written narrative which stated that Federated Co-ops, Inc. intended to purchase the two subject parcels, if the Rezoning was approved, and utilize them for purposes of propane storage and distribution. Gervais noted that propane storage on its own, without a principal commercial building / business, was considered by staff to be an "Open Storage Yard" which was prohibited in the RVC District but allowed as a Conditional Use in the proposed CLI District. Gervais cautioned the Planning Commission against basing its recommendation on the stated intended use as the recommendation should instead be based on specific factors identified within Zoning Ordinance Section 8.08. Gervais further explained that, if the Rezoning was approved by the County Board, the County could not require that the property be developed by the applicant or for the specific use cited by the applicant. Instead, if Rezoned, the subject parcels could be developed by any current or future property owner(s) with any use allowed in the CLI District. Gervais urged the Planning Commission to consider the compatibility and impact of allowable CLI District uses on the surrounding area. Gervais commented that Zoning Ordinance Section 8.08 (Amendments and Rezonings) discussed compatibility of proposed Amendments and Rezonings with the Chisago County Comprehensive Plan and that this compatibility – or incompatibility – should be considered by the Planning Commission and County Board, adding that the Comprehensive Plan included a chapter specific to Land Use and Growth Management. Being that much of this chapter combined goals for commercial and industrial development together, it was difficult for staff to apply established goals and policies specific to and only to industrial development.

Gervais referenced the "Pyramid of Discretion", explaining that the County had the greatest amount of discretion when creating local laws and the least amount of discretion when administering those laws. In regard to the petitioned Rezoning, Gervais noted that the Planning Commission had the broadest discretion to consider how the request moved forward.

Gervais stated that staff had concerns with the proposed Rezoning, including that it could potentially constitute spot zoning, which was generally prohibited, and that the County must consider that any allowable CLI District use could be located on the two subject parcels and that these uses could have a significant impact on the remaining RVC District, which included two dwellings, and the surrounding AG District.

The Technical Review Committee met with Mark Grave of Federated Co-ops, Inc. on August 14, 2024. Staff

explained to Grave that the County's focus for the request was a change in zoning rather than the specific intended use of the property and the Committee also spoke about concerns with spot zoning. Following a conversation about septic system related issues, Grave indicated that Federated Co-ops, Inc. had no intention of building a structure on the subject site. The Shafer Town Board considered the proposed Rezoning at its August 1, 2024 meeting and recommended approval with the recommended condition that downcast security lighting be utilized. Staff noted that the current petition was for Rezoning and not for a specific use of the property; therefore, the recommended condition could not be incorporated into a resolution for the Rezoning.

Gervais concluded by expressing concerns related to spot zoning, the drastic decrease in size of any already small RVC District and the potential negative impacts / compatibility issues by allowing industrial uses adjacent to low-density residential uses. Gervais explained that staff had prepared draft Findings of Fact to support either approval or denial, for further review and development by the Planning Commission, and reviewed options available to the Commission.

Chair Wille invited the property owner and / or applicant to address the Planning Commission. Mark Grave, Director of Energy for Federated Co-ops, Inc., approached the Commission and added that Federated Co-ops, Inc. had been in Chisago County for over 70 years with more than 2,000 customers. Grave acknowledged that the request was for a zoning change and not for a specific intended use and suggested that the primary issue was the existing RVC District which only allowed retail development. Grave opined that the site likely would not develop with retail. Grave concluded by stating that Federated Co-ops, Inc. would like to stay in town and that they intended to clean-up the subject site, adding that the intended use was as close to retail as he could imagine without having a store front.

Chair Wille opened the public hearing and sought comment.

Trisha Schmidt of 18309 350th Street, Shafer Township explained that she grew up in Palmdale (site of proposed Rezoning) and provided the Planning Commission with historical detail about the entire subject RVC District. Schmidt stated that she and her sister, who both owned dwellings within the RVC District, supported the two subject parcels being developed for commercial use. Schmidt acknowledged that development of the two parcels may generate impacts such as noise, but that it would be good to see the properties developed and used again. Schmidt shared that she was unaware of the RVC District classification for her property and the surrounding parcels, adding that her father, former owner of CJ's Bar & Grill, was also unaware of the zoning classification. Schmidt concluded by offering support for Federated Co-ops, Inc.'s intended use and the petition for Rezoning.

With no additional members of the audience wishing to speak, ***motion*** by Sutcliffe to close the public hearing; second by Leivian. The **motion passed** 6-0.

DuBose questioned if there was a need to Rezone the parcels as Chisago County Zoning Ordinance Section 5.11 (Rural Village Center District), B. allowed Essential Services as a Permitted Use in accordance with Section 4.05, and Section 4.05 (Essential Services), C. stated that bulk gas or fuel facilities were allowed as Conditional Uses in all zoning districts. DuBose stated that he didn't believe a Rezoning was needed and that the proposed use only required a Conditional Use Permit within the existing RVC District. While waiting for staff to locate and review the Zoning Ordinance references, Yeager questioned the wisdom of the proposed Rezoning, commenting that he believed it to be spot zoning. DuBose noted that there was already an existing Federated Co-ops, Inc. tank located in Almelund in an RVC District, suggesting that Federated was already providing essential services within an RVC District. DuBose again suggested that a Conditional Use Permit was appropriate for the proposed use on the subject site. Gervais stated, through discussion with Director Schneider, that the existing propane tank was considered to be accessory to a Permitted Use within the RVC District and was therefore allowed,

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adding that, on its own, it would not be allowed in the RVC District.

Audience member Becky Strand addressed the Planning Commission, indicating that she was Chair of the Chisago County Board of Adjustment & Appeals and a resident of Shafer Township for several years. Strand clarified that the existing propane tank located in Almelund was located within the CLI District and not the RVC District. *Clerk's note: The Almelund property in question was PID 01.00322.00.*

After having reviewed the adopted Zoning Ordinance and the draft Zoning Ordinance, Gervais confirmed that both showed that bulk gas or fuel facilities were allowed as a Conditional Use in all zoning districts. DuBose reiterated his belief that the proposed Rezoning was unnecessary and that the proposed use only required issuance of a Conditional Use Permit. Whitney commented that he didn't support the Rezoning.

Whitney asked Gervais if the draft Zoning Ordinance listed dwellings as a Permitted Use within the RVC District. Gervais responded in the affirmative. Whitney asked, for clarification, if this was a change from the adopted Zoning Ordinance. Gervais again responded in the affirmative. Whitney then asked if duplexes were proposed to be allowed within the RVC District. Gervais responded that she believed duplexes were recommended to be added as an allowable use within the RVC District but couldn't recall if they were recommended as a Permitted Use or as a Conditional Use.

Chair Wille noted that some Commissioners had offered support for leaving the two subject parcels zoned RVC District and she sought additional comment from the Planning Commission. DuBose commented that he wanted to support the project but didn't believe it was necessary to spot zone or split the already small RVC District, again explaining that there may be another way to locate the proposed use on the subject site. Yeager concurred with DuBose's statement, adding that he was opposed to the Rezoning but not opposed to the proposed use.

Whitney questioned how to proceed with a Planning Commission determination that the proposed Rezoning was unnecessary and that the proposed use could instead be allowed with issuance of a Conditional Use Permit. DuBose commented that, in his opinion, the determination would be made by the County Board as the Planning Commission only made recommendations. Yeager suggested that Whitney was perhaps asking if the Planning Commission had the ability to make a recommendation that the proposed Rezoning was unnecessary and that the proposed use could instead be allowed with issuance of a Conditional Use Permit. Whitney confirmed that Yeager's understanding was correct. Director Schneider addressed the Planning Commission, stating that there was merit to Commissioner DuBose's interpretation of Zoning Ordinance Section 4.05 (Essential Services) which differed from Section 5.11 (Rural Village Center District). Schneider continued by stating that, as Zoning Administrator, he was responsible for interpreting the Zoning Ordinance for the public and the Planning Commission and, with some reservation, he believed that Zoning Ordinance Section 4.05 would allow the proposed use to be processed as a Conditional Use Permit on the RVC zoned subject site. Schneider added that he would like time outside of the Planning Commission meeting to further review the Zoning Ordinance and make a determination.

Motion by DuBose to table the request to the Planning Commission's October 3, 2024 meeting, pending staff review and County Board determination for the proper course of action; second by Yeager. Whitney stated that he didn't believe the request should be tabled and that, instead, the Planning Commission should make a recommendation and send it to the County Board for a final determination. Yeager stated that the Planning Commission would need to establish recommended conditions of approval for the Conditional Use Permit, if doing what Whitney had suggested, and he added that the Planning Commission didn't yet have the information necessary to make a recommendation. Whitney clarified that he wasn't suggesting making a recommendation on a Conditional Use Permit. Gervais further clarified that, because the property owner and

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applicant had not specifically requested a Conditional Use Permit, the Planning Commission could not make a recommendation on a Conditional Use Permit. DuBose stated that, pending further interpretation by staff, discussion with the property owner / applicant and resolution by the County Board, he didn't believe it would be wise to "kill" the request and that tabling the request was the best course of action. Schneider informed the Planning Commission that it wasn't the County Board's role to interpret the Zoning Ordinance and make a determination; it was, instead, his responsibility. Schneider added that, if he determined that a Rezoning was not necessary and that the applicant could instead submit request for Conditional Use Permit, the property owner and applicant could simply withdraw their petition for Rezoning and proceed with the Conditional Use Permit request without County Board intervention or interpretation. Schneider further added that, if for some reason he was unable to determine that the applicant could proceed directly with a request for Conditional Use Permit, by tabling the request for Rezoning, this would allow the Planning Commission to further consider said request on October 3rd. Whitney withdrew his concern. The **motion passed** 6-0.

Planning Commissioner Leivian recused himself and sat in the audience for the Becky Meyer & William Lloyd request for Interim Use Permit Amendment as he was an adjacent landowner and had submitted written comments about the request to the Planning Commission.

Becky Meyer & William Lloyd – Property owners Becky Meyer & William Lloyd were requesting an Amendment to an Interim Use Permit granted in 2023 which allowed a Commercial Kennel on 37.05± acres in the Agricultural (AG) District. The proposed Amendment included, but was not limited to, relocation of a fenced enclosure for animals, different fencing material for the fenced enclosure than originally proposed, and allowance for animals to be boarded within the dwelling. The subject site was located at 12690 St. Croix Trail / TH 95 in Sunrise Township, S16, T35, R20 (PID 09.00168.00).

Coordinator Gervais provided a brief history of the existing IUP, explaining that it was granted by the County Board on July 19, 2023 and allowed for a Commercial Kennel for the boarding and day care of animals with 14 conditions. Gervais highlighted details of the subject site, including detail about property size, location, topography, zoning, and characteristics of the surrounding area. Gervais noted that the subject site was currently developed with a dwelling and multiple detached accessory structures and had large hard surfaced areas for parking.

Gervais stated that the permit holders were seeking approval of an IUP Amendment allowing a change to the location and size of the outdoor fenced enclosure, a change to the type of fencing material used for the outdoor fenced enclosure, allowance for the boarding of dogs within the dwelling, and for the commercial sales of pet boarding related products to customers. Additionally, because the permit holders were proposing a change to the location of the fenced enclosure, staff recommended that one condition specific to landscaping of the fenced enclosure be amended as well. Gervais reviewed details of the specific changes proposed by the permit holders, explaining that the area previously approved to be used as an outdoor fenced enclosure proved to be too wet for use and they believed the proposed location to be better suited for their needs and to provide greater distance from neighboring dwellings. Gervais noted that the approved area was 13,500 sf in size whereas the proposed area was up to 6,556 sf in area. In regard to fencing material, the permit holders were proposing to utilize 12-gauge coated welded wire rather than chain link. In regard to use of the dwelling for the boarding of dogs, the permit holders indicated that their boarding shed was not yet complete and they were seeking approval to house up to 10 dogs within the dwelling. Two rooms within the dwelling would be dedicated to dog kennels / boarding and one additional room would be dedicated as an indoor play area as needed for inclement weather. In regard to the commercial sales of pet boarding related items, the permit holders were proposing to sell items – such as pet food and treats, water, branded apparel, and pet care items – to kennel customers but not the general public. Lastly, because the permit holders were proposing a change of location for the outdoor fenced enclosure, Gervais suggested that the existing condition related to landscaping of the

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fenced enclosure be Amended accordingly. Gervais provided images of the site, proposed outdoor fenced enclosure, and proposed indoor kennels for the Planning Commission's reference.

The Technical Review Committee met with property owners Becky Meyer & William Lloyd on August 14, 2024. The property owners reviewed details of the proposed Amendments, explaining that the proposed commercial sales would be available for kennel customers only and not the general public; that they hoped to complete renovation of the boarding shed by summer 2025; and, that they felt the proposed location of the fenced enclosure was an improvement in that it was farther from neighboring dwellings and at a lower elevation than the previously approved enclosure with mature trees nearby to better mitigate any potential noise related to the kennel. The Committee did not identify any immediate concerns. The Sunrise Town Board considered the request on August 15, 2024 and recommended approval with no comments or conditions. The State mandated review period was scheduled to expire on September 30, 2024.

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

Chair Wille invited the applicants to address the Planning Commission. Property owners Becky Meyer & William Lloyd approached the Commission. Meyer reiterated that the previously approved site of the outdoor fenced enclosure was too wet and not well suited for the intended use. Meyer added that the proposed fencing material was safer for dogs than chain link and that they wished to sell supplies and logoed items to customers.

Yeager sought clarification on the proposed fencing material. Meyer explained that the proposed fencing material would be heavy duty coated wire installed in 8' sections, adding that chain link had edges that could be harmful to animals. Yeager questioned whether there were any conflicts with the Zoning Ordinance in regard to the proposed fencing material. Gervais responded that there were no known conflicts with the ordinance. DuBose asked the applicants if the proposed wire was what was installed at the property during the Planning Commission's September 4, 2024 site visit. Meyer responded in the affirmative.

Chair Wille asked the applicants for the dimensions of the rooms within the dwelling which were intended to be used for kennel purposes. Meyer stated that the indoor playroom was 18' x 40' in size and two rooms for kenneling were 12' x 12' or 12' x 14'. DuBose inquired about the sizes of the kennels. Meyer stated that the kennels would be 3' x 5' and 4' x 6'. DuBose also asked if the pictures of the kennels, provided with the application, were representative of the proposed kennels. Meyer responded in the affirmative, adding that they were already installed within the dwelling. DuBose also inquired about the flooring material in the kennel rooms. Meyer and Lloyd responded that it was water resistant vinyl planks with wax coating with linoleum underneath.

Chair Wille opened the public hearing and sought comment. With no members of the audience wishing to speak, ***motion*** by Yeager to close the public hearing; second by Whitney. The **motion passed** 5-0.

DuBose expressed concern with the strength of the proposed fencing material, speculating, based on his September 4, 2024 observations, that the wire within the coating was thin and had the potential to be chewed through. DuBose suggested a condition requiring that the fence be maintained in good condition and repaired as needed, ensuring the continued integrity of the fence. Lloyd responded by stating that the reason they were building the fence in smaller sections was to allow for individual fence panels to be repaired or replaced as needed.

Motion by Whitney to adopt Resolution No. PC2024-0903, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township, with Findings of Fact and

DRAFT

conditions as presented and with the addition of a condition requiring that the 12-gauge coated welded wire fence be maintained in good repair; Second by Sutcliffe. Sutcliffe asked if the hours of operations would remain the same as originally approved. Gervais responded that the applicants had not proposed different hours of operation thus they would remain the same. The **motion passed** 5-0.

Conditions:

1. This Interim Use Permit (IUP) Amendment supersedes the IUP granted by the Chisago County Board of Commissioners on July 19, 2023 (original IUP) which granted approval for a Commercial Kennel on property located at 12690 St. Croix Trail in Sunrise Township (recorded as Document No. A669246). This Amendment provides modifications to certain aspects of the 2023 approval, including a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers.
2. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time, including but not limited to dogs, cats, rabbits and guinea pigs, as specifically described in the application materials dated received May 30, 2023 (original IUP) and July 31, 2024 (IUP Amendment) and kept on file with the Department of Environmental Services.
3. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
4. No commercial activity, apart from the boarding and day care of animals as described above and the sale of pet boarding related items such as pet food and treats, water, branded apparel and items, and pet care items to Commercial Kennel customers, shall be permitted. No sales of pet boarding related items shall be made to the general public. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
5. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. In addition to other animals as described in condition no. 2 above, no more than 10 dogs shall be boarded within the dwelling at any given time. Use of the boarding shed for Commercial Kennel purposes shall not preclude the boarding of dogs within the dwelling.
6. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
7. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus I in outdoor pen at a time.
8. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
9. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:

DRAFT

a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the ~~south~~ east side of the outdoor ~~play area~~ fenced enclosure ~~as described in the May 30, 2023 application materials~~. The plantings shall be installed ~~by June 1, 2024~~ prior to the Commercial Kennel opening for business.
d. The required fence shall be installed prior to any boarding of animals. The 12-gauge coated welded wire fence shall be maintained in good repair.
e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
f. The boarding shed shall be both heated and cooled.

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

Chair Wille invited Commissioner Leivian to rejoin the Planning Commission.

Public Hearings – Continued Hearings
None

Old Business
Zoning Ordinance, Subdivision Ordinance, and Shoreland Management Ordinance Discussion – Gervais informed the Planning Commission that that this item had been added to the agenda to provide an opportunity for the Planning Commission to discuss the draft Zoning, Subdivision, and Shoreland Management Ordinances, if desired. DuBose asked Witney if he was able to send staff the editorial changes they had discussed at the August 1, 2024 meeting. Whitney responded in the affirmative.

Director Schneider informed the Planning Commission that copies of the preliminary versions of the final draft ordinances were provided to the County Board for early review at its September 4, 2024 meeting. Schneider added that staff would be reviewing the draft ordinances and making any necessary editorial changes prior to County Board adoption, including the discrepancy discovered earlier in the meeting related to Essential Services being identified as both a Permitted Use and a Conditional Use within the RVC District. Schneider

DRAFT

explained that the Department of Environmental Services had just received nine land use applications for the next meeting cycles as a means of explaining that staff time was limited.

DuBose asked if the consultant had found any contradicting language within the draft ordinances during the final review which may necessitate a special work session of the Planning Commission. Schneider responded that the Planning Commission could hold a work session; however, staff intended to proceed with minor editorial changes and only call out significant contradictions or policy changes, if any, for County Board consideration and direction. Sutcliffe inquired if the consultant identified any contradictions. Schneider responded that nothing, to his knowledge, had been noted as a contradiction. Whitney commented that the issue came down to taking an actual application and attempting to apply the new ordinances to it and determining if staff was interpreting the new ordinances in the way that the Planning Commission had intended. Whitney also noted that he would like to review the new ordinances more than once a year for at least for the first year.

Chair Wille reviewed the August 1, 2024 meeting minutes and noted that the Planning Commission had reached consensus that the new ordinances would be reviewed on an annual basis. Wille commented that the Planning Commission worked closely with staff and believed that staff would let the Commission know if there were any significant issues with the ordinances. Wille sought feedback from fellow Commissioners. Yeager recalled that the Planning Commission had suggested, at its August 1st meeting, an annual review to take place during slower months, such as January. DuBose concurred with Yeager's recollection. Whitney noted that the County Board would likely be considering other ordinance topics in the near future, such as wedding venues and cannabis. Chair Wille stated that the Planning Commission would proceed as-is until any issues came up.

New Business

Request for Extension for Final Plat of Autumn Woods Cottages – Coordinator Gervais informed the Planning Commission that property owner / subdivider Carol Hauglie had submitted a written request for a one-year extension for the Final Plat of Autumn Woods Cottages, a subdivision located at the northwest corner of Rush Lake Trail and Belle Isle Drive in Nessel Township (PID 06.00235.20).

Gervais explained that Hauglie requested and was granted Preliminary Plat approval in November 2023 and that, per the Chisago County Subdivision Ordinance, the request for Final Plat was required to be submitted within one year of Preliminary Plat approval unless an extension of time was requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission. Gervais reviewed details of the approved Preliminary Plat noting that there were six proposed lots, ranging in size from 2.3 acres to 8.11 acres, from the 28.20± acre tract of land. Gervais stated that Hauglie had submitted a written request for extension on August 14, 2024 and that, if the extension was granted, it would require that the request for Final Plat be submitted by November 15, 2025.

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

DuBose asked if the draft Subdivision Ordinance, if adopted, would affect the plat. Gervais responded that she didn't believe there would be any impacts.

Motion by Sutcliffe to adopt Resolution No. PC2024-0904, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a request for a one-year extension for submission of the final plat of Autumn Woods Cottages, as presented; second by DuBose. The **motion passed** 6-0.

Communications and Reports

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County Board Liaison Reports – County Commissioner Greene reported that the County Board received the draft Ordinances during its September 4, 2024 meeting and asked Director Schneider if the drafts included all of the recommended changes. Schneider responded by explaining that the County Board received a clean copy of all three ordinances with no tracked changes. Schneider further explained that the consultant completed all of the formatting and that the documents should be at 95% completion. Schneider stated that staff had just received the documents that same week and wanted to provide the County Board with early copies. In the meantime, staff would review the draft documents and, hopefully, present final draft documents to the County Board for consideration in October. Commissioner Greene expressed concern with the Rural Village Center (RVC) Districts and asked if the draft ordinance would allow them to grow into cities. Schneider stated that any property owner adjacent to the RVC District could petition the County for their property to be Rezoned to RVC District thus growing the RVC District. Commissioner Greene suggested that the RVC District should allow residential, commercial, and light industrial uses. Schneider responded by explaining that the draft ordinance allowed for residential use as a Permitted Use within the RVC District. Commissioner Greene asked if light industrial uses would be allowed within the RVC District. Schneider responded that industrial uses were intended to be located within the Commercial / Limited Industrial (CLI) District. Commissioner Greene reiterated that he would like to see Rural Village Centers grow into cities. Commissioner Greene asked Schneider what he wanted the County Board to do in regard to wedding venues, as it related to adoption of the new Zoning Ordinance. Director Schneider encouraged the County Board to adopt the new Zoning Ordinance and then, if there were further Amendments related to such things as wedding venues or cannabis, the County Board could consider those Amendments separately. Schneider stated that the new ordinances weren't going to be perfect and that they were living documents and periodic review was vital. Commissioner Greene expressed concern about wedding venues and questioned how the County would respond if an application was received prior to considering an Ordinance Amendment. Schneider stated that, if another request for wedding venue was submitted, the County would process it with the current ordinance. Commissioner Greene introduced the idea of a moratorium on wedding venues. Schneider again recommended adoption of the new Zoning Ordinance and addressing other topics, such as wedding venues, at a later time. Commissioner Greene shared that the County Board had been working on the 2025 budget.

Commissioner Dahlberg shared that the County Board had effectively spent all ARPA money and that 2025 health insurance premiums were down from initial projections which would help with budgeting.

Miscellaneous – ***Motion*** by Yeager to cancel the special work session scheduled for September 19, 2024; second by Dubose. The **motion passed** 6-0.

Adjourn Meeting – ***Motion*** by DuBose to adjourn the meeting; second by Sutcliffe. The **motion passed** 6-0. The meeting adjourned at 8:18 PM.

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_____
Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **8**
Title of Item for Consideration: Becky Meyer & Loyd Meyer Interim Use Permit Amendment – Commercial Kennel	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The original Interim Use Permit was granted by the Chisago County Board of Commissioners on July 19, 2023, and filed by the Chisago County Recorder's Office as Document #A669246. As approved, the IUP contains 14 conditions.

Background: Property owners Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) amendment to the Commercial Kennel for pet boarding and day care on their 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00). The amendment requests are specific to conditions 1, 3, 4 and 8 and outlines changes to the location and size of the outdoor fenced enclosure; changes to the type of fencing material used for the outdoor fenced enclosure; allows for the boarding of dogs within the dwelling; and allows for the commercial sales of pet boarding related products.

At their meeting of September 5, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (5-0 with 1 abstention) of the Interim Use Permit with conditions, per Resolution No. PC2024-0903. 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 September 30, 2024. Among the options for the County Board at tonight's meeting are the following:

- Approve the IUP amendment, 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 amendment approval) Please note that when considering an Amendment to an IUP, the County may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that the County, in hindsight, wishes it had imposed when the original IUP was granted;
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

  Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."
- The County Board may Deny the IUP amendment 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). Please note that denial of the amendment request does not impact the original IUP as previously approved. The existing IUP would remain in full force and effect.

***Attachments*:**

- Draft Resolution of Approval 24/0918-___
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Becky Meyer & Bill Lloyd Interim Use Permit (IUP) amendment allowing adjustment to the adjustment to the Commercial Kennel for pet boarding and day care on the 37.05± acre property at 12690 St. Croix Trail / TH 95 in Sunrise Township. The following is the suggested language for the motion:

"Move to Approve Resolution No. 24/0918_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Becky Meyer & Bill Lloyd Interim Use Permit (IUP) Amendment allowing adjusted conditions for their Commercial Kennel for pet boarding and day care on this 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00)."

Implications of Action – Recommended Board action grants the requested Interim Use Permit amendment and adjusts permit conditions as presented.

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

Amendment to an Interim Use Permit Allowing a Commercial Kennel

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

Existing Interim Use Permit / Background

Becky Meyer & William Lloyd requested and the County granted an Interim Use Permit in July 2023 allowing for a Commercial Kennel for the boarding and day care of animals at 12690 St. Croix Trail / TH 95 in Sunrise Township.

Planning Commission July 6, 2023 → The Planning Commission conducted a public hearing to consider an IUP allowing for a Commercial Kennel and **recommended approval** with Findings of Fact and 14 conditions.

County Board July 19, 2023 → The County Board **Approved an IUP** allowing for a Commercial Kennel with 14 conditions.

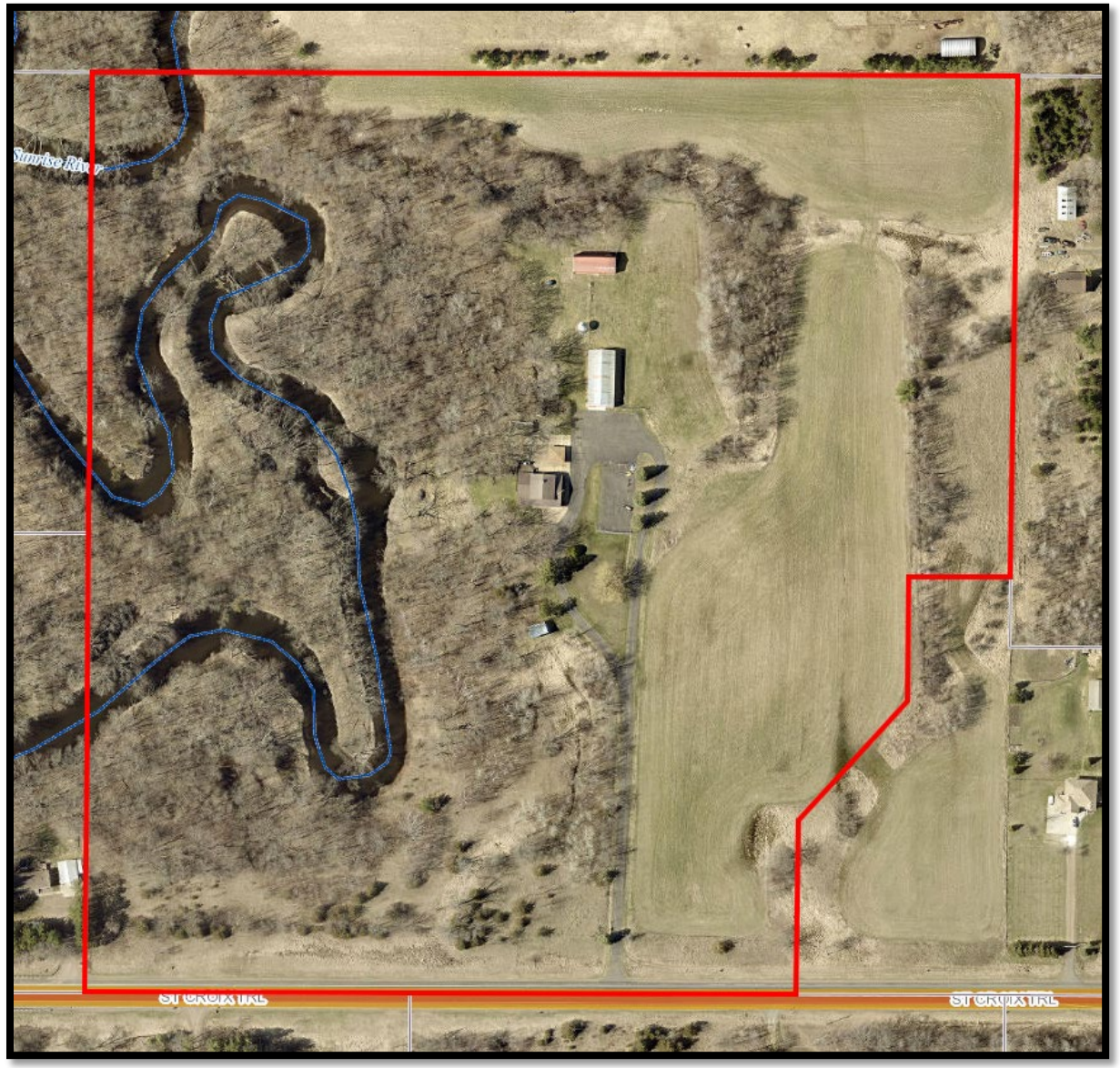
Consideration of IUP Amendments:

When considering an Amendment to an Interim Use Permit, the County may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that the County, in hindsight, wishes it had imposed when the original Interim Use Permit was granted.

Approval of the requested Amendment will allow a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing used for the outdoor fenced enclosure, and allow the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products. Denial of the requested Amendment will not result in automatic revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is. Alternatively, if the Planning Commission feels that the subject site no longer supports the scope and scale of the approved IUP or the Commission finds other probable cause, the Commission may wish to consider recommending that the County Board consider review and/or revocation of the IUP.

Site Analysis

- Subject site is 37.05± acres in size and located approximately 800’ west of the intersection of TH 95 and CSAH 9 on the north side of St. Croix Trail / TH 95.
- Topography of site includes elevations ranging significantly from 808’ to 857’ with steep slopes adjacent to the Sunrise River, heavy forestation primarily in western half, and approximately 2,300’ of river running through western third.
- Zoned Agricultural (AG) District / Sunrise River Overlay (SO) District and entirely surrounded by AG and/or SO Districts.
- Site is currently developed with dwelling, multiple detached accessory structures, and large hard surfaced areas for parking.
- Properties in the general area range in size from five acres to 82 acres, with the majority of properties currently used for residential and/or agricultural purposes. The immediate area is heavily wooded.



Proposal Analysis

The permit holders are seeking approval of an IUP Amendment allowing a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers. Additionally, because the permit holders are proposing a change to the location of the fenced enclosure, staff would recommend that one condition specific to landscaping of the fenced enclosure be amended as well.

The permit holders have provided the following information for each of the proposed Amendments, as paraphrased by staff. Staff has also provided additional detail shown in *italics*.

- **Fenced Enclosure** – The previously approved location for the fenced enclosure has shown itself to be too wet to be used as a dog exercise / play area. The proposed location is immediately adjacent to the dwelling and is in close proximity to the boarding shed. Additionally, the proposed location is at a lower elevation than the previously approved location and features mature trees / landscaping in close proximity so as to provide a better buffer from adjacent dwellings.

  The original application materials explained and showed that the outdoor play area / fenced enclosure would be 90' x 150' or 13,500 sf. The proposed fenced enclosure plan shows that the proposed outdoor play area / fenced enclosure includes two, possibly three, separate areas located immediately north of the dwelling, including a 40' x 90' (3,600 sf) main play area, a 34' x 54' (1,836 sf) play area, and a potential future play area of 28' x 40' (1,120 sf). The first two areas provide a total of 5,436 sf of fenced enclosure, and all three areas provide a total of 6,556 sf of fenced enclosure. Per the existing IUP (refer to existing condition no. 6), outdoor activity within the fenced enclosure is generally limited to no more than 10 dogs at a time.

Proposal Analysis, Cont.

Fencing Material – The permit holders had originally proposed the use of 6' tall chain link fencing; however, they're now proposing to install a 6' tall fence made with treated lumber and 12-gauge welded wire coated for safety. The cited reason for this proposed Amendment is that chain link has edges which can harm dogs.

Use of Dwelling for Boarding of Dogs – The permit holders originally intended to renovate an existing shed for use as a boarding shed. Meeting minutes from the Planning Commission's July 6, 2023 meeting indicate that dogs would be housed within the boarding shed while smaller animals would be housed within the dwelling. As part of the proposed Amendment, the permit holders are seeking approval to house up to 10 dogs at any given time within the dwelling until the boarding shed is complete. Two rooms within the dwelling would be dedicated to dog kennels / boarding and one additional room would be dedicated as an indoor play area as needed for inclement weather.

The dimensions of these three rooms are unknown to staff; however, the applicants did provide pictures of the proposed kennels which have been included in the staff report.

The applicants have further indicated to staff that they would like to be able to board dogs within the dwelling indefinitely and not only until completion of the boarding shed. They've stated that "It is likely that the business will stay small and in the home instead of getting larger …". Staff notes that, whether the applicants are allowed to board up to 10 dogs within the dwelling indefinitely or not, there will still be a cap on the total number of dogs allowed at the facility and indefinite use of the dwelling will not allow for a greater number of dogs on site at any given time.

Staff notes that the existing IUP allows animals, presumably including dogs, to be boarded within the dwelling. However, given that the original IUP request suggested that dogs would be housed within the boarding shed and smaller animals would be housed within the dwelling, the applicants chose to seek clear approval to house dogs within the dwelling as part of the current IUP Amendment process.

Proposal Analysis, Cont.

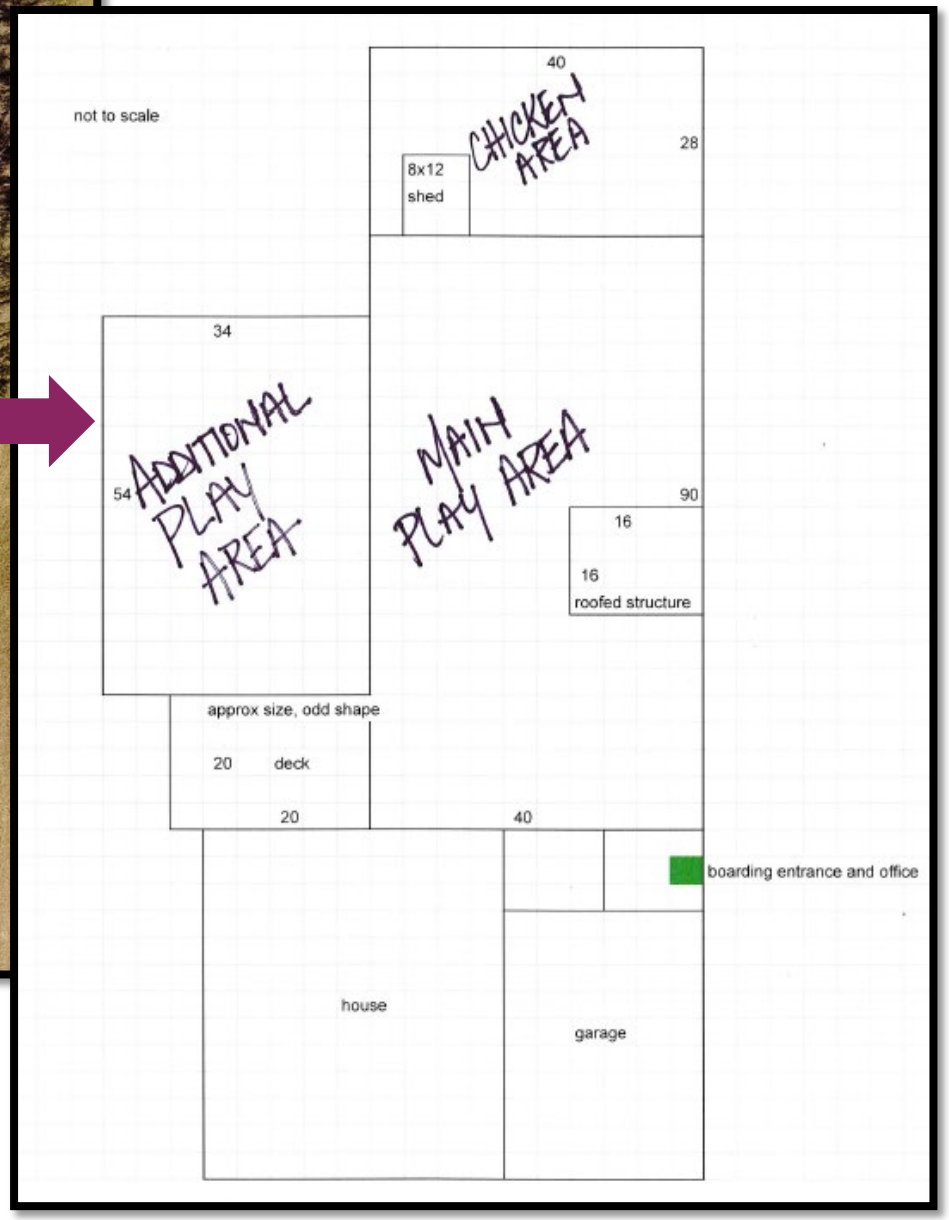
Commercial Sales of Pet Boarding Related Products – The existing IUP states that no commercial activity, apart from the boarding and day care of animals, shall be permitted; however, the applicants are now requesting that they be allowed to sell pet boarding related products such as pet food and treats, water, branded apparel, and pet care items.

The property owners clarified during the August 14, 2024 Technical Review Committee meeting that proposed sales are intended for kennel customers only and not the general public.

Because the permit holders are proposing a change to the location of the fenced enclosure, **staff recommends that existing condition no. 8c, a condition specific to landscaping of the fenced enclosure, be amended as well**. The written narrative states that "Mature trees and over 50 shrubs have been planted between the [proposed fenced enclosure] and the area to the east". Staff is not aware of the exact location or details of these plantings (variety, size at time of planting, size at maturity, etc.).

Proposal Analysis, Cont.

Site plan



Proposed kennels within dwelling

Proposed outdoor fenced enclosure

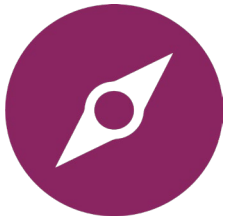
Review Process

Technical Review Committee
August 14, 2024

- Permit holders reviewed details of the proposed Amendments, explaining that the proposed commercial sales would be available for kennel customers only and not the general public; that they're hoping to complete renovation of the boarding shed by summer 2025; and, that they feel the proposed location of the fenced enclosure is an improvement in that it's farther from neighboring dwellings and at a lower elevation than the previously approved enclosure with mature trees nearby to better mitigate any potential noise related to the kennel.
- The Committee did not identify any immediate concerns.

Sunrise
Town Board
August 15, 2024

Town Board recommended approval with no comments or conditions.



State Mandated
Review Period

The 60-day review period is scheduled to expire on September 30, 2024.

Staff Recommendation

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

Staff notes that the proposed conditions of approval are the exact conditions approved by the County Board in July 2023, with the exception of the addition of condition no. 1 to clarify that this approval is an Amendment to the original 2023 approval and modifications to condition nos. 4 and 5 (previously nos. 3 and 4) based on the requested Amendments and a modification to condition no. 9c (previously no. 8c) as recommended by staff as it relates directly to the proposed Amendment.

As a reminder, existing conditions that have no relationship to the requested Amendment cannot be added, eliminated, or altered.

1. This Interim Use Permit (IUP) Amendment supersedes the IUP granted by the Chisago County Board of Commissioners on July 19, 2023 (original IUP) which granted approval for a Commercial Kennel on property located at 12690 St. Croix Trail in Sunrise Township (recorded as Document No. A669246). This Amendment provides modifications to certain aspects of the 2023 approval, including a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers.

Staff Recommendation, Cont.

2. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time, including but not limited to dogs, cats, rabbits and guinea pigs, as specifically described in the application materials dated received May 30, 2023 (original IUP) and July 31, 2024 (IUP Amendment) and kept on file with the Department of Environmental Services.
3. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
4. No commercial activity, apart from the boarding and day care of animals as described above and the sale of pet boarding related items such as pet food and treats, water, branded apparel and items, and pet care items to Commercial Kennel customers, shall be permitted. No sales of pet boarding related items shall be made to the general public. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
5. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. In addition to other animals as described in condition no. 2 above, no more than 10 dogs shall be boarded within the dwelling at any given time. Use of the boarding shed for Commercial Kennel purposes shall not preclude the boarding of dogs within the dwelling.
6. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.

Staff Recommendation, Cont.

7. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than
   10 dogs on site, limited to 50% plus I in outdoor pen at a time.

8. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.

9. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe ‘n’ Sound, or equivalent, soundproofing insulation.
   b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
   c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the ~~south~~ east side of the outdoor ~~play area~~ fenced enclosure ~~as described in the May 30, 2023 application materials~~. The plantings shall be installed ~~by June 1, 2024~~ prior to the Commercial Kennel opening for business.
   d. The required fence shall be installed prior to any boarding of animals.
   e. The permit holder shall implement “quiet hours” in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
   f. The boarding shed shall be both heated and cooled.

Staff Recommendation, Cont.

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

Options

1. Recommend that the County Board **approve** the proposed Interim Use Permit Amendment with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Amendment based on amended Findings of Fact or other factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

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

3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Interim Use Permit Amendment.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the current review period expires on September 30, 2024 and the next regularly scheduled Planning Commission meeting is on October 3, 2024, the Commission should also include in its motion a **60-day extension** of the review period.
5. Recommend that the County Board consider **revocation** of the existing Interim Use Permit due to the inability of the subject site to support the scope and scale of the approved IUP or the Commission finds other probable cause.

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

Action Requested

Motion to adopt Resolution No. PC2024-0903, a resolution recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Amendment to an Interim Use Permit Allowing a Commercial Kennel
12690 St. Croix Trail / TH 95, Sunrise Township
DATE: September 5, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Amendment to an Interim Use Permit (IUP) allowing a Commercial Kennel for the boarding and day care of animals. The original IUP was granted by the County Board in July 2023.

SITE & APPLICATION INFORMATION

Applicant(s):	Becky Meyer & William Lloyd
Property Owner(s):	Becky Meyer & William Lloyd
Location:	12690 St. Croix Trail / TH 95 Sunrise Township Section 16, Township 35, Range 20
PID:	09.00168.00
Property Area:	37.05± Acres
Current Zoning:	Agricultural (AG) District / Sunrise River Overlay (SO) District
Adjacent Zoning:	
North:	Agricultural (AG) District / Sunrise River Overlay (SO) District
South:	Agricultural (AG) District / Sunrise River Overlay (SO) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District / Sunrise River Overlay (SO) District
Date Application Received:	July 31, 2024
Date Application Complete:	August 1, 2024
60-Day Review Period:	September 30, 2024

BACKGROUND

Property owners Becky Meyer & William Lloyd are seeking approval of an Amendment to a 2023 Interim Use Permit allowing a Commercial Kennel for pet boarding and day care on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township.

The table below offers a brief history of the IUP:

Date	Action
July 6, 2023 (Original IUP)	Planning Commission conducted public hearing to consider IUP allowing for Commercial Kennel and **recommended approval** with Findings of Fact and 14 conditions.
July 19, 2024 (Original IUP)	County Board **approved IUP** allowing for Commercial Kennel with following conditions: 1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. 2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only. 3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited. 4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. 5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts. 6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors. Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus 1 in outdoor pen at a time. 7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present. 8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures: a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.

	b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed. c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024. d. The required fence shall be installed prior to any boarding of animals. e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination. f. The boarding shed shall be both heated and cooled. 9. The permit holder may employ up to two additional employees to be present at any given time. 10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards. 11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency. 12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd. 13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. 14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.
September 5, 2024 (IUP Amendment #1)	Planning Commission conducts public hearing to **consider IUP Amendment**. Proposed Amendments include changing location and size of the outdoor fenced enclosure, changing type of fencing used for the outdoor fenced enclosure, allowance for dogs to be boarded within the dwelling, and allowance for commercial sales of pet boarding related products.

Excerpts from the Planning Commission's July 6, 2023 and the County Board's July 19, 2023 meeting minutes have been attached for reference, as well as the 2023 legal recording.

CONSIDERATION OF IUP AMENDMENTS

When considering an Amendment to an IUP, the County may not add conditions that have no relationship to the sought after Amendment. In other words, the Amendment process is not allowed to be used for adding conditions that the County, in hindsight, wishes it had imposed when the original IUP was granted.

Approval of the requested Amendment will allow a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing used for the outdoor fenced enclosure, and allow the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products. Denial of the requested Amendment will not result in automatic revocation of the existing IUP or otherwise render it null and void; it will simply leave the existing IUP in effect as-is. Alternatively, if the Planning Commission feels that the subject site no longer supports the scope and scale of the approved IUP or the Commission finds other probable cause, the Commission may wish to consider recommending that the County Board consider review and/or revocation of the IUP.

SITE ANALYSIS

The 37.05± acre subject site is located approximately 800' west of the intersection of Oasis Road / CSAH 9 and St. Croix Trail / TH 95 on the north side of St. Croix Trail / TH 95 in Sunrise Township. Topography of the site includes elevations ranging significantly from 808' near the west property boundary to 857' near the southeast corner of the property with steep slopes between the river and the existing structures, heavy forestation primarily in the western half of the property, and approximately 2,300' of the Sunrise River flowing through the western third of the property.

The subject site has been developed with a dwelling, multiple detached accessory structures, and large hard surfaced areas for parking. The subject site is located in the AG District / SO District and is entirely surrounded by properties in the AG District / SO District. Properties in the general area range in size from five acres to 82 acres, with the majority of properties currently used for residential and/or agricultural purposes. The immediate area is heavily wooded.

PROPOSAL ANALYSIS

The application materials indicate that the property owners are seeking approval of an IUP Amendment allowing a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers. Additionally, because the property owners are proposing a change to the location of the fenced enclosure, staff would recommend that one condition specific to landscaping of the fenced enclosure be amended as well. The property owners' proposed Amendments affect existing condition nos. 1, 3, and 4, and staff's suggested Amendment affects existing condition no. 8c. These affected conditions are listed below:

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of

no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services.

3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.

4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.

8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
    c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024.

The property owners have provided the following information for each of the proposed Amendments, as paraphrased by staff. Staff has also provided additional detail shown in *italics*.

- **Fenced Enclosure** – The previously approved location for the fenced enclosure has shown itself to be too wet to be used as a dog exercise / play area. The proposed location is immediately adjacent to the dwelling and is in close proximity to the boarding shed. Additionally, the proposed location is at a lower elevation than the previously approved location and features mature trees / landscaping in close proximity so as to provide a better buffer from adjacent dwellings.

  The original application materials explained and showed that the outdoor play area / fenced enclosure would be 90' x 150' or 13,500 sf. The attached fenced enclosure plan shows that the proposed outdoor play area / fenced enclosure includes two, possibly three, separate areas located immediately north of the dwelling, including a 40' x 90' (3,600 sf) main play area, a 34' x 54' (1,836 sf) play area, and a potential future play area of 28' x 40' (1,120 sf). The first two areas provide a total of 5,436 sf of fenced enclosure, and all three areas provide a total of 6,556 sf of fenced enclosure. Per the existing IUP (refer to existing condition no. 6), outdoor activity within the fenced enclosure is generally limited to no more than 10 dogs at a time.

- **Fencing Material** – The property owners had originally proposed the use of 6' tall chain link fencing; however, they're now proposing to install a 6' tall fence made with treated lumber and 12-gauge welded wire coated for safety. The cited reason for this proposed Amendment is that chain link has edges which can harm dogs.

- **Use of Dwelling for Boarding of Dogs** – The property owners originally intended to renovate an existing shed for use as a boarding shed. Meeting minutes from the Planning Commission's July 6, 2023 meeting indicate that dogs would be housed within the boarding shed while smaller animals would be housed within the dwelling. As part of the proposed Amendment, the property owners are seeking approval to house up to 10 dogs at any given time within the dwelling until the boarding shed is complete. Two rooms within the dwelling would be dedicated to dog kennels / boarding and one additional room would be dedicated as an indoor play area as needed for inclement weather.

  The dimensions of these three rooms are unknown to staff; however, the applicants did provide pictures of the proposed kennels (attached).

  The applicants have further indicated to staff that they would like to be able to board dogs within the dwelling indefinitely and not only until completion of the boarding shed. They've stated that "It is likely that the business will stay small and in the home instead of getting larger …". Staff notes that, whether the applicants are allowed to board up to 10 dogs within the dwelling indefinitely or not, there will still be a cap on the total number of dogs allowed at the facility and indefinite use of the dwelling will not allow for a greater number of dogs on site at any given time.

  Staff notes that the existing IUP allows animals, presumably including dogs, to be boarded within the dwelling. However, given that the original IUP request suggested that dogs would be housed within the boarding shed and smaller animals would be housed within the dwelling, the applicants chose to seek clear approval to house dogs within the dwelling as part of the current IUP Amendment process.

- **Commercial Sales of Pet Boarding Related Products** – The existing IUP states that no commercial activity, apart from the boarding and day care of animals, shall be permitted; however, the applicants are now requesting that they be allowed to sell pet boarding related products such as pet food and treats, water, branded apparel, and pet care items.

  The property owners clarified during the August 14, 2024 Technical Review Committee meeting that proposed sales are intended for kennel customers only and not the general public.

The attached written narrative provides a detailed explanation of all requested Amendments.

Because the property owners are proposing a change to the location of the fenced enclosure, staff would recommend that existing condition no. 8c (now recommended condition no. 9c), a condition specific to landscaping of the fenced enclosure, be amended as well. The written narrative states that "Mature trees and over 50 shrubs have been planted between the [proposed fenced enclosure] and the area to the east". Staff is not aware of the exact location or details of these plantings (variety, size at time of planting, size at maturity, etc.), but would encourage the Planning Commission to observe this landscaping during the September 4, 2024 site visit and further discuss at the September 5, 2024 regular Planning Commission meeting.

REVIEW PROCESS

The Technical Review Committee met with property owners Becky Meyer & William Lloyd on August 14, 2024. The property owners reviewed details of the proposed Amendments, explaining that the proposed commercial sales would be available for kennel customers only and not the general public; that they're hoping to complete renovation of the boarding shed by summer 2025; and, that they feel the proposed location of the fenced enclosure is an improvement in that it's farther from neighboring dwellings and at a lower elevation than the previously approved enclosure with mature trees nearby to better mitigate any potential noise related to the kennel. The Committee did not identify any immediate concerns.

The Sunrise Town Board considered the proposed IUP Amendment at its August 15, 2024 meeting and recommended approval with no comments or conditions.

The application was submitted on July 31, 2024 and deemed complete on August 1, 2024. The State mandated 60-day review period expires on September 30, 2024.

WRITTEN TESTIMONY

The County received written testimony from adjacent property owners Eric & Tara Leivian (see attached). No other written testimony was received as of the completion of this report.

FINDINGS OF FACT

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

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

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

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

Finding #2 *The previously approved 2023 Interim Use Permit for Commercial Kennel and the proposed Interim Use Permit Amendment will have no associated use of*

parks, schools, or other public facilities or utilities, and will not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 390' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure for boarding shed purposes and an outdoor fenced enclosure / play area with a combined area of 6,556± sf. After reviewing the application materials and the Planning Commission having conducted a site visit on September 4, 2024, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

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

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

Finding #6 *See Finding #5.*

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

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

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County received public comment during the original 2023 Interim Use Permit process from at least one adjacent property owner expressing concerns about potential noise pollution. The County found in 2023, and continues to find, that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping, installation of additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

STAFF RECOMMENDATION

Staff believes that the existing IUP and proposed IUP Amendment comply with and are consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the IUP Amendment with draft Findings of Fact and conditions and has prepared a resolution for the Commission's consideration.

Staff notes that the proposed conditions of approval are the exact conditions approved by the County Board in July 2023, with the exception of the addition of condition no. 1 to clarify that this approval is an Amendment to the original 2023 approval and modifications to condition nos. 4 and 5 (previously nos. 3 and 4) based on the requested Amendments and a modification to condition no. 9c (previously no. 8c) as recommended by staff as it relates directly to the proposed Amendment.

As a reminder, existing conditions that have no relationship to the requested Amendment cannot be added, eliminated, or altered.

Recommended Conditions:

1. <u>This Interim Use Permit (IUP) Amendment supersedes the IUP granted by the Chisago County Board of Commissioners on July 19, 2023 (original IUP) which granted approval for a Commercial Kennel on property located at 12690 St. Croix Trail in Sunrise Township (recorded as Document No. A669246). This Amendment provides modifications to certain</u>

aspects of the 2023 approval, including a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers.

2. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time, including but not limited to dogs, cats, rabbits and guinea pigs, as specifically described in the application materials dated received May 30, 2023 (original IUP) and July 31, 2024 (IUP Amendment) and kept on file with the Department of Environmental Services.
3. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
4. No commercial activity, apart from the boarding and day care of animals as described above and the sale of pet boarding related items such as pet food and treats, water, branded apparel and items, and pet care items to Commercial Kennel customers, shall be permitted. No sales of pet boarding related items shall be made to the general public. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
5. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. In addition to other animals as described in condition no. 2 above, no more than 10 dogs shall be boarded within the dwelling at any given time. Use of the boarding shed for Commercial Kennel purposes shall not preclude the boarding of dogs within the dwelling.
6. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
7. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus I in outdoor pen at a time.
8. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
9. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:

a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the ~~south~~ east side of the outdoor ~~play area~~ fenced enclosure ~~as described in the May 30, 2023 application materials~~. The plantings shall be installed ~~by June 1, 2024~~ prior to the Commercial Kennel opening for business.
d. The required fence shall be installed prior to any boarding of animals.
e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
f. The boarding shed shall be both heated and cooled.

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

OPTIONS

1. Recommend that the County Board **approve** the proposed Interim Use Permit Amendment with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Amendment based on amended Findings of Fact or other factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

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

3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Interim Use Permit Amendment.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the current review period expires on September 30, 2024 and the next regularly scheduled Planning Commission meeting is on October 3, 2024, the Commission should also include in its motion a **60-day extension** of the review period.
5. Recommend that the County Board consider **revocation** of the existing Interim Use Permit due to the inability of the subject site to support the scope and scale of the approved IUP or the Commission finds other probable cause.

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

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0903, a resolution recommending approval of an Amendment to an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials
   a. Application
   b. Written narrative with:
      i. Site plans
      ii. Photos of proposed kennel enclosures
      iii. 2023 Legal recording
2. Fenced enclosure plan (stamp dated received August 20, 2024)
3. Excerpt of July 6, 2023 Planning Commission meeting minutes
4. Excerpt of July 19, 2023 County Board meeting minutes
5. Written testimony from Eric & Tara Leivian
6. Aerial location map (1) – subject site
7. Aerial location map (2) – vicinity map
8. Draft Resolution No. PC2024-0903

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # ~~23-0719-1~~ 24-01476

Township Sunrise **S/T/R** 16/35/20 **PID#** 09.00168.00

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

Property Owner(s) Becky Meyer + William Lloyd

Mailing Address (If Different from Project Address) same

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

Applicant(s) Becky Meyer + William Lloyd

Mailing Address (If Different from Project Address) same

Phone# same **Email** same

Type of Request (Check All That Apply)

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

Description of Request (Attach Separate Sheet if Necessary) See attached revise area for fencing, additional information on boarding areas.

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

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

BM — **Applicant Signature**

7.29.2024 — **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	$ 650.00	Application Received	7-31-24
Recording Fee	$ 46.00	Application Complete	8-1-24
Plat Fee – No Road(s) / With Road(s)	$	60 / 120 Day Review Period	9-30-24
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$		
TOTAL FEE	$ 696.00		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Sunrise **S/T/R** 16/35/20 **PID#** 09.00168.00

Project Address 12690 St. Croix Trail

Property Owner(s) Becky Meyer + William Lloyd

Mailing Address (If Different from Project Address) _____

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

Applicant(s) Becky Meyer + William Lloyd

Mailing Address (If Different from Project Address) Same

Phone# Same **Email** Same

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) See attached revise area for fencing, additional information on board and c

Applicant Signature [signature] **Date of Application** 7-29-2024

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

****

Date of County Public Hearing SEPT. 5, 2024 **Date of Township Presentation** AUG. 15, 2024

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

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

ACCEPT AS PRESENTED

Signatures of Township Officials or Authorized Personnel

Case Peterson [signature] [signature] 8/15/2024

Mark Oscarson Gary J Stenlund

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

We are seeking an amendment to our current Permit #23-0179-1

All conditions and requirements of the original request remain the same with the following exceptions:

1. Changing the footprint for the outdoor fenced area:
    a. Fenced area for outdoor dog exercise area be moved to the identified area next to the house. See drawing.
        i. The original area is too wet to use reliably for outdoor dog exercise/play.
        ii. The amended area is easy access to the home and the original proposed shed.
        iii. The amended outdoor area has water, electricity, storage, and shade available.
        iv. The amended area is part of the fenced in area originally on the property.
        v. The amended area is at a lower grade than the area immediately to the east.
        vi. Mature trees and over 50 shrubs have been planted between the amended area and the area to the east.
        vii. The areas to the north and west of the amended area are fully tree covered.
        viii. The area to the south of the amended area is the home.

2. Dogs will be boarded in the home until the shed is remodeled.
    a. Home is insulated, heated, air conditioned, has smoke detectors, safety cameras and CO2 detectors. Limit to 10 dogs overnight at any one time until the outdoor shed is remodeled as required per original permit and to code.
    b. Two rooms of the home will be dedicated to dog kennels and one large room dedicated as an indoor play area as needed for inclement weather days.

3. Fencing will be six foot high, treated lumber and 12 ga welded wire instead of chain link.
    a. Chain link has edges that can harm the dogs. The welded wire is coated for safety.

4. Commercial sales of pet boarding related products will be permitted.
    a. Logo items, dog food, dog treats, pet care related items.

Detailed site Plan:
Exhibit 1.
This is the original site plan, with the changes outlined:

A. This is the new area for outdoor play.
B. This is the new area for shrub plantings
C. Existing mature pines and shrubs between the pines
D. Point A is lower than Point C by about 2.5 feet.
E. Home where dogs will be boarded until the existing shed is renovated.

(renovations and code requirements are taking longer than anticipated)

Attachments:
Exhibit A: Legal Description
Exhibit B: Detailed new site plan
Exhibit C: Comparison old and new plan
Exhibit D: Aerial view of property
Exhibit E: Neighboring properties
Exhibit F: Plat view
Exhibit G: Picture of kennels
Exhibit H: Permit 23-0719-01

Original Proposal:

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

Items for IUP application

1 Site plan attached

2. Location of buildings attached

3. Curbs and driveways attached

4. Topography attached

5. Drainage plan- NA

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

7. Floor plan attached

8. Sewer and water plan NA

9. Soil type NA

10. Location map attached

11. Land within 350 of parcel attached

12. Business name will be Birch Bark Boarding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Benefits of Composting (per USDA publication)

- Composting removes raw dog waste from the environment where it can pollute groundwater and streams.

- Good composting destroys pathogens and produces a safe soil amendment.
- Good on-site composting eliminates transporting dog waste to a disposal facility. This saves time, money, energy, and landfill space.
- Good composting produces a quality soil additive that improves both the physical condition and fertility of the soil.

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

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

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

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

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

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

Becky Meyer & Bill Lloyd

EXHIBIT A

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

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

Exhibit B

Exhibit C

Chisago County Board of Commissioners
September 18th 2024

Residence
2558 sq ft
Parking
Area
50' x 20'
Cattle barn
1200 sq ft
36'x80' Dog
Boarding Shed
4480 sq ft
12540
12585
12550
12715
12610

Exhibit A

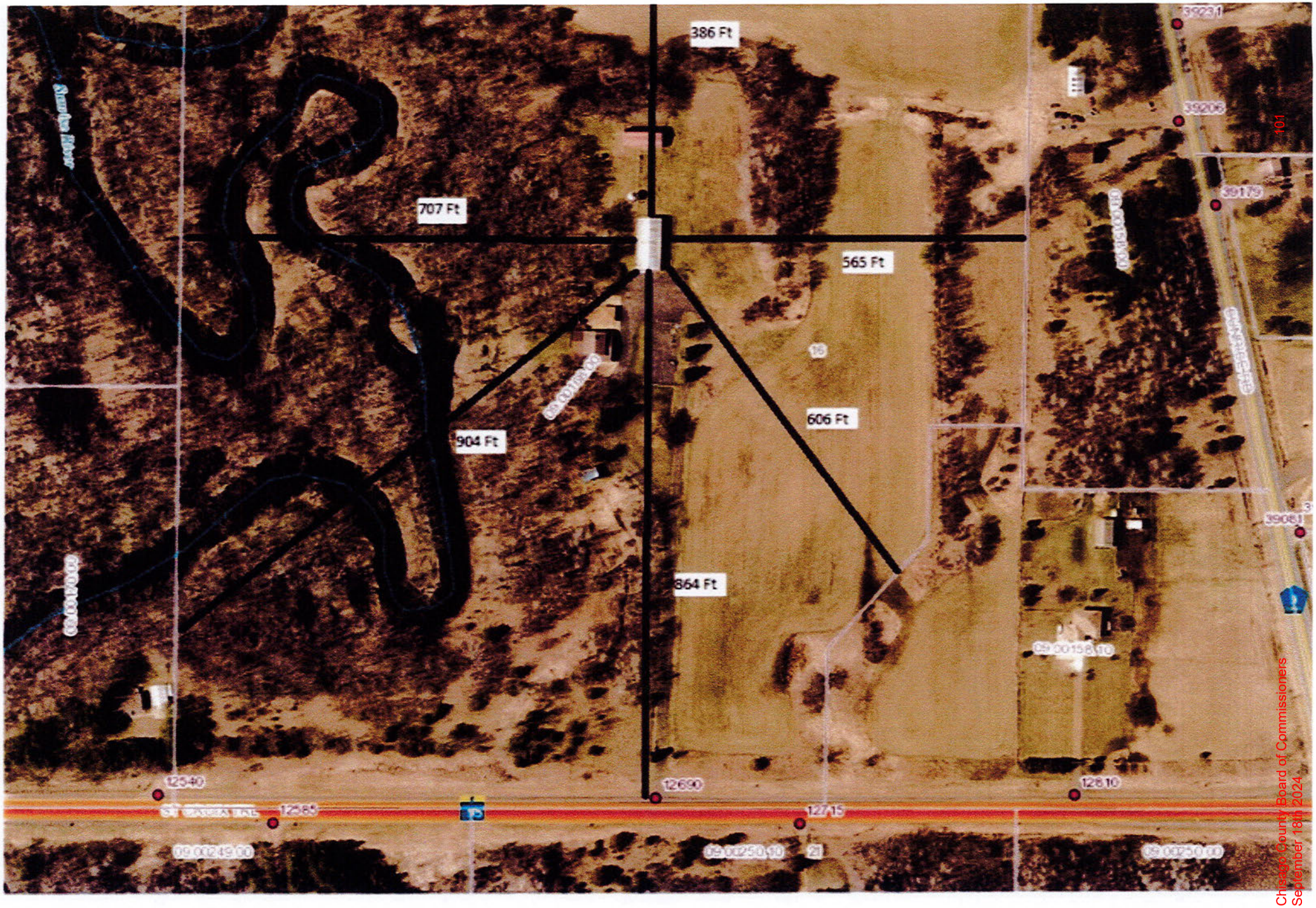

386 Ft
707 Ft
565 Ft
606 Ft
904 Ft
864 Ft
Chicago County Board of Commissioners
September 18th 2024

Exhibit E

E FIREY AVE
E FIREY AVE
Jewel Ave
MONTE RD
VIEJO RD
VIEJO CIR
SAN PABLO RD
CHICO AVE
CHICO AVE
POWERLEY TRL
AVE

Exhibit F

Exhibit 9-1

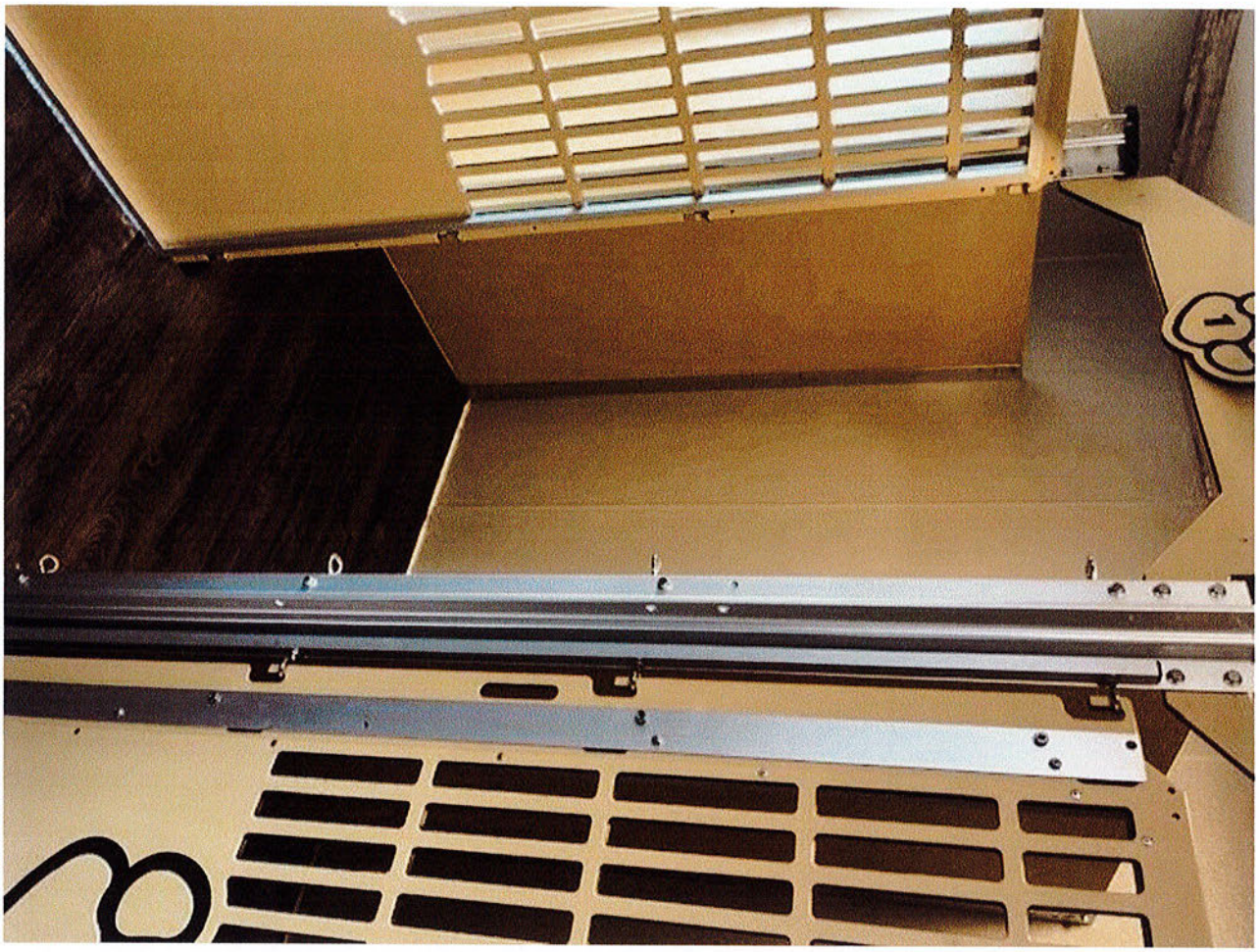


Exhibit 2-9

EXHIBIT H

Doc# A-669246
Recorded on:
August 03, 2023 3:29 PM

KAREN M LONG
CHISAGO COUNTY RECORDER
CHISAGO COUNTY, MN

Fee: **$46.00** Pages: 5
Returned To: CHISAGO COUNTY DEPT OF ENVIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

I, Beth Gervais, Land Services Coordinator for the County of Chisago hereby certify that the attached

RESOLUTION NO. 23/0719-1
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

is a true and correct record of the decision adopted by the Chisago County Board of Commissioners at a duly authorized meeting thereof held on the 19th day of July, 2023.

Beth Gervais 7-28-23
Beth Gervais, Land Services Coordinator Date

SEAL

This document drafted by:
Beth Gervais, Land Services Coordinator
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

Please return to:
Beth Gervais, Land Services Coordinator
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

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 Dahlberg offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0719-1
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

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

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

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

PID 09.00168.00

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

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

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

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with conditions per Resolution No. PC2023-0701; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its July 19, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

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

Factor #2	The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
Finding #2	*The proposed Commercial Kennel will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*
Factor #3	The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
Finding #3	*The proposed use – including boarding shed and outdoor play area -- is located no closer than approximately 345' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*
Factor #4	The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
Finding #4	*The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure (boarding shed) and a 90' x 150' enclosed outdoor play area. After reviewing the application materials and the Planning Commission having conducted a site visit on July 5, 2023, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*
Factor #5	The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
Finding #5	*The Chisago County Zoning Ordinance specifically allows Commercial Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
Factor #6	The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
Finding #6	*See Finding #5.*
Factor #7	The proposed use will not cause traffic hazard or congestion; and
Finding #7	*Because the proposed Commercial Kennel is located on a property immediately adjacent to a well-established, well-maintained, and highly traveled State highway (TH 95) with an unobstructed line of site from the end of the driveway to the west and east, the County finds that the proposed use will not cause an appreciable increase in traffic levels or traffic hazards / congestion.*
Factor #8	The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8	*While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received comments from at least one adjacent property owner expressing concerns about potential noise pollution. The County finds that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

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

   Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus 1 in outdoor pen at a time.
7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
   b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
   c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024.
   d. The required fence shall be installed prior to any boarding of animals.
   e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
   f. The boarding shed shall be both heated and cooled.
9. The permit holder may employ up to two additional employees to be present at any given time.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals,

shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.

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

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

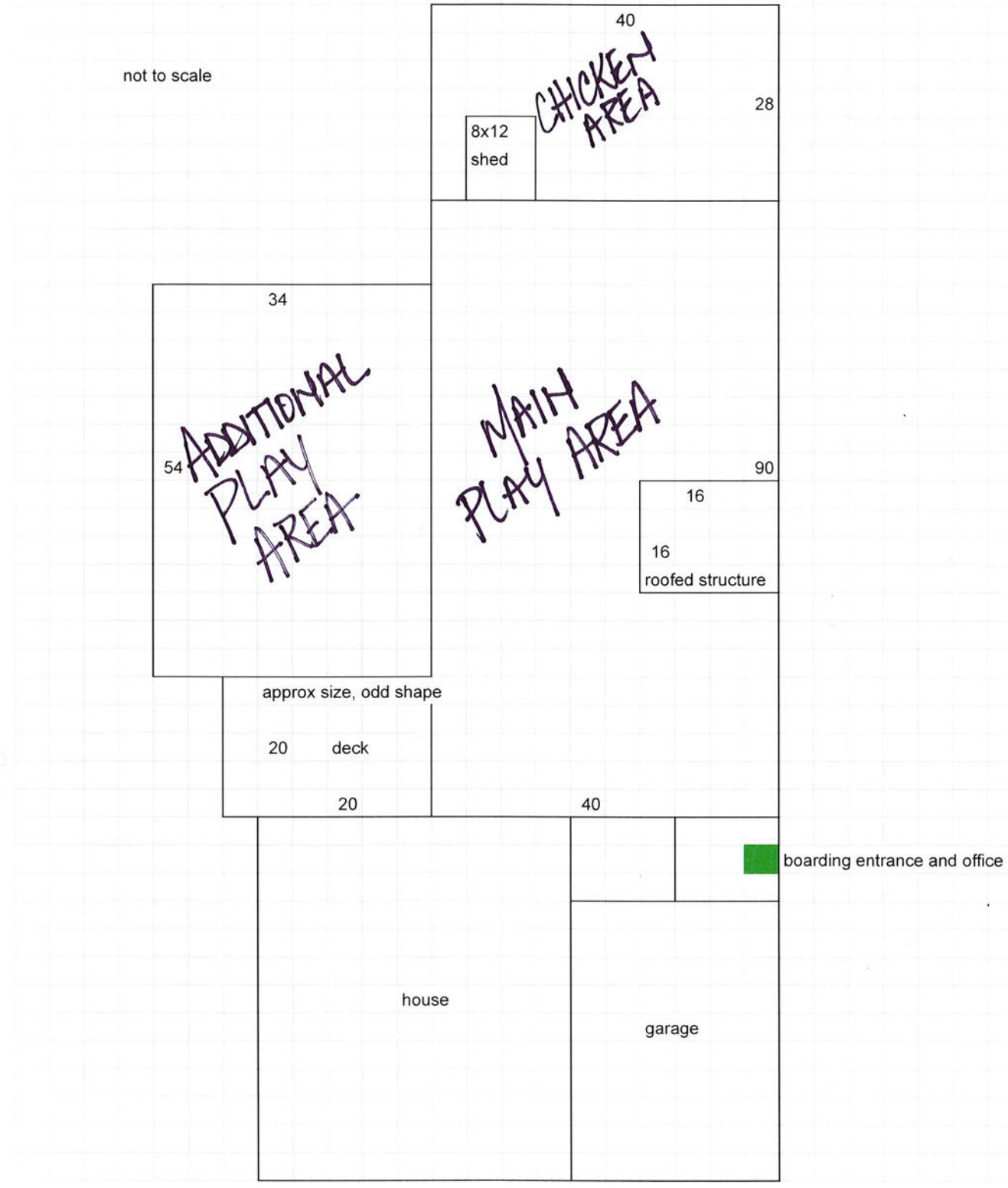
IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: July 19, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

CHISAGO COUNTY
JUL 19 2023
BOARD APPROVED



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Chisago County
Dept. of Environmental Services

BG

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
July 6, 2023

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

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

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

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

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

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

Public Hearings – New Applications

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

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

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

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

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

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

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

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

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

Amended Conditions:

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

domestic pets owned or otherwise kept by the permit holder.

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

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

11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

The Technical Review Committee met on June 14, 2023 and no concerns were identified, other than the County Engineer commenting that access permits would be required. The Sunrise Town Board met on June 15, 2023 and recommended approval of the revised Preliminary Plat with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on September 30, 2023. Gervais concluded by stating that staff believed that the proposed Preliminary Plat complied with and was consistent with the intent of the County's Zoning and Subdivision Ordinances and staff recommended approval with conditions.

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

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

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

Conditions:

EXCERPT OF COUNTY BOARD MEETING MINUTES JULY 19, 2023

On motion by Greene, seconded by Swenson, the Board moved to reopen the Road and Bridge Committee of the Whole at 7:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved items 2-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to close the Road and Bridge Committee of the Whole at 7:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

2.) R&B Committee Recommendation – County Engineer's Report
3.) R&B Committee Recommendation – AET Subsurface Testing Services Contract
4.) Minutes from the July 5, 2023 County Board Meeting
5.) Payment of County's Warrants and Miscellaneous Bills

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

6.) Budget Adjustment Request – State Municipal Revenue to Road Construction Payment
7.) Equipment Expenditure Request – Tandem Purchases
8.) Temporary Liquor License Request – Almelund Lion's Club

Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. ***No action was taken.***

On motion by Dunne, seconded by Swenson, the Board moved to accept the Environmental Services Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0719-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding

and day care on this 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0719-1
APPROVAL OF AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

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

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

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

PID 09.00168.00

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

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

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

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

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

Finding #1 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, it does identify as an economic development goal that "The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district." The Chisago County Zoning Ordinance

provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

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

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

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

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

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

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

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

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

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

Finding #6 See Finding #5.

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

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

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

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

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

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) dogs boarded animals at any given time and small mammals - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.

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

Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus 1 in outdoor pen at a time.

7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
    a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
    b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
    c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024.
    d. The required fence / wall and plantings shall be installed prior to any boarding of animals.
    e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
    f. The boarding shed shall be both heated and cooled.
9. The permit holder may employ up to one two additional employees to be present at any given time.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use

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

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0719-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Blue Ribbon Tree Farm located North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township, (PID #09.00119.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0719-2
APPROVAL OF THE PRELIMINARY PLAT OF BLUE RIBBON TREE FARM

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

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

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

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

WHEREAS, the subject site is legally described as:

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

Beth M. Gervais

From: Eric L. [redacted]
Sent: Tuesday, August 27, 2024 10:28 AM
To: Beth M. Gervais
Subject: Public Comment: Meyer-Lloyd IUP Amendment PID 09.00168.00

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.

Eric & Tara Leivian
12180 Saint Croix Trl, Sunrise MN, 55056
PID: 09.00158.10

Hi Beth,

We received notification in the mail from the county of proposed IUP amendments at property PID 09.00168.00, as well as received information from Sunrise township as part of their review, As adjacent property owners, we know it's not necessary or required to provide public comment, but understand commentary can be helpful for staff, applicants and commissioners throughout the process.

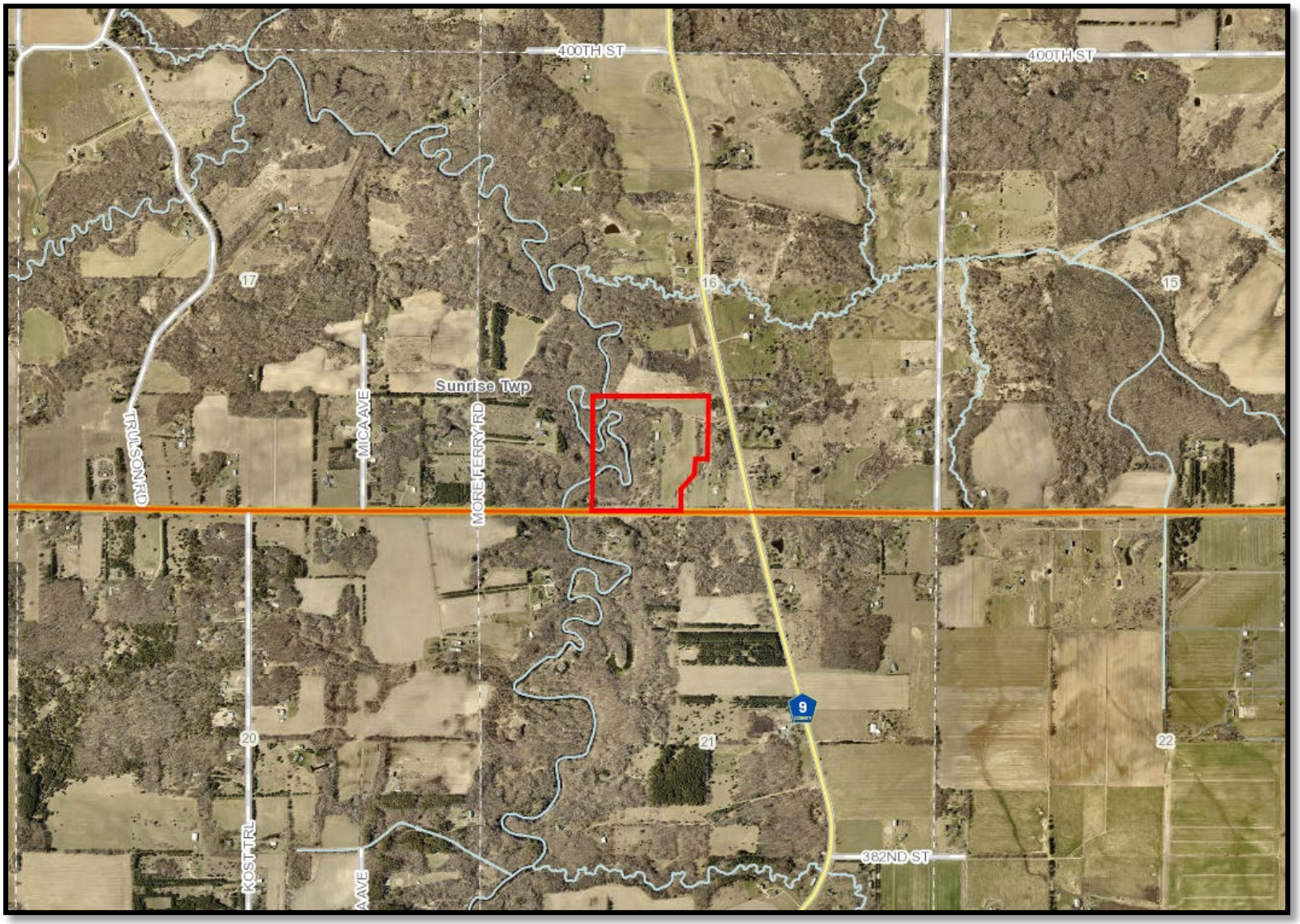
We have reviewed the proposed IUP changes and evaluated any potential impact to our property. In doing so, as adjacent property owners, we have no concerns with the proposed changes. We appreciate the diligence of the applicants, county and township throughout the process.

Thank you,
Eric and Tara Leivian

Becky Meyer & William Lloyd – Property owners Becky Meyer & William Lloyd are requesting an Amendment to an Interim Use Permit granted in 2023 allowing a Commercial Kennel on 37.05± acres in the Agricultural (AG) District. The proposed Amendment includes, but is not limited to, relocation of a fenced enclosure for animals, different fencing material for the fenced enclosure than originally proposed, and allowance for animals to be boarded within the dwelling. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township, S16, T35, R20 (PID 09.00168.00).

Chisago County Board of Commissioners
September 18th 2024

Becky Meyer & William Lloyd – Property owners Becky Meyer & William Lloyd are requesting an Amendment to an Interim Use Permit granted in 2023 allowing a Commercial Kennel on 37.05± acres in the Agricultural (AG) District. The proposed Amendment includes, but is not limited to, relocation of a fenced enclosure for animals, different fencing material for the fenced enclosure than originally proposed, and allowance for animals to be boarded within the dwelling. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township, S16, T35, R20 (PID 09.00168.00).



Chisago County Board of Commissioners
September 18th 2024

RESOLUTION NO. PC2024-0903
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN AMENDMENT TO AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

WHEREAS, property owners Becky Meyer & William Lloyd submitted an application dated received July 31, 2024 and considered complete on August 1, 2024 for an Amendment to an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township; and

WHEREAS, the original Interim Use Permit was granted by the Chisago County Board of Commissioners on July 19, 2023 and the approval was filed by the Chisago County Recorder's Office as Document #A669246; and

WHEREAS, the property owners wish to Amend the 2023 Interim Use Permit in order to change to the location and size of the outdoor fenced enclosure, change the type of fencing material used for the outdoor fenced enclosure, allow for the boarding of dogs within the dwelling, and allow for the commercial sales of pet boarding related products; and

WHEREAS, the 37.05± acre subject site is located in the Agricultural (AG) District and legally described as:

PID 09.00168.00

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

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

WHEREAS, notice was provided and on September 5, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s), and invited members of the public to comment; and

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

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, it does identify as an economic development goal that*

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

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

Finding #2 *The previously approved 2023 Interim Use Permit for Commercial Kennel and the proposed Interim Use Permit Amendment will have no associated use of parks, schools, or other public facilities or utilities, and will not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 390' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure for boarding shed purposes and an outdoor fenced enclosure / play area with a combined area of 6,556± sf. After reviewing the application materials and the Planning Commission having conducted a site visit on September 4, 2024, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

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

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

Finding #6 *See Finding #5.*

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

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

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County received public comment during the original 2023 Interim Use Permit process from at least one adjacent property owner expressing concerns about potential noise pollution. The County found in 2023, and continues to find, that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping, installation of additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit (IUP) Amendment supersedes the IUP granted by the Chisago County Board of Commissioners on July 19, 2023 (original IUP) which granted approval for a Commercial Kennel on property located at 12690 St. Croix Trail in Sunrise Township (recorded as Document No. A669246). This Amendment provides modifications to certain aspects of the 2023 approval, including a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers.

2. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time, including but not limited to dogs, cats, rabbits and guinea pigs, as specifically described in the application materials dated received May 30, 2023 (original IUP) and July 31, 2024 (IUP Amendment) and kept on file with the Department of Environmental Services.
3. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
4. No commercial activity, apart from the boarding and day care of animals as described above and the sale of pet boarding related items such as pet food and treats, water, branded apparel and items, and pet care items to Commercial Kennel customers, shall be permitted. No sales of pet boarding related items shall be made to the general public. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
5. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. In addition to other animals as described in condition no. 2 above, no more than 10 dogs shall be boarded within the dwelling at any given time. Use of the boarding shed for Commercial Kennel purposes shall not preclude the boarding of dogs within the dwelling.
6. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
7. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

   Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus I in outdoor pen at a time.
8. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
9. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
   b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.

c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the ~~south~~ east side of the outdoor ~~play area~~ fenced enclosure ~~as described in the May 30, 2023 application materials~~. The plantings shall be installed ~~by June 1, 2024~~ prior to the Commercial Kennel opening for business.
d. The required fence shall be installed prior to any boarding of animals.
e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
f. The boarding shed shall be both heated and cooled.

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

Adopted by the Planning Commission of Chisago County, Minnesota,
this 5th day of September, 2024.

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

_____ ATTEST: _____

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0918-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN AMENDMENT TO AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

WHEREAS, property owners Becky Meyer & William Lloyd submitted an application dated received July 31, 2024 and considered complete on August 1, 2024 for an Amendment to an Interim Use Permit allowing a Commercial Kennel on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township; and

WHEREAS, the original Interim Use Permit was granted by the Chisago County Board of Commissioners on July 19, 2023 and the approval was filed by the Chisago County Recorder's Office as Document #A669246; and

WHEREAS, the property owners wish to Amend the 2023 Interim Use Permit in order to change to the location and size of the outdoor fenced enclosure, change the type of fencing material used for the outdoor fenced enclosure, allow for the boarding of dogs within the dwelling, and allow for the commercial sales of pet boarding related products; and

WHEREAS, the 37.05± acre subject site is located in the Agricultural (AG) District and legally described as:

PID 09.00168.00

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

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

WHEREAS, notice was provided and on September 5, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and the property owners, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit Amendment with Findings of Fact and conditions per Resolution No. PC2024-0903; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its September 18, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04:

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

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

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

Finding #2 *The previously approved 2023 Interim Use Permit for Commercial Kennel and the proposed Interim Use Permit Amendment will have no associated use of parks, schools, or other public facilities or utilities, and will not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.*

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

Finding #3 *The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 390' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure for boarding shed purposes and an outdoor fenced enclosure / play area with a combined area of 6,556± sf. After reviewing the application materials and the Planning Commission having conducted a site visit on September 4, 2024, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.*

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

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

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

Finding #6 *See Finding #5.*

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

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

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County received public comment during the original 2023 Interim Use Permit process from at least one adjacent property owner expressing concerns about potential noise pollution. The County found in 2023, and continues to find, that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping, installation of additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This Interim Use Permit (IUP) Amendment supersedes the IUP granted by the Chisago County Board of Commissioners on July 19, 2023 (original IUP) which granted approval for a Commercial Kennel on property located at 12690 St. Croix Trail in Sunrise Township (recorded as Document No. A669246). This Amendment provides modifications to certain aspects of the 2023 approval, including a change to the location and size of the outdoor fenced enclosure and a change to the type of fencing material used for the outdoor fenced enclosure, and allowance for the boarding of dogs within the dwelling and for the commercial sales of pet boarding related products to customers.
2. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) boarded animals at any given time, including but not limited to dogs, cats, rabbits and guinea pigs, as specifically described in the application materials dated received May 30, 2023 (original IUP) and July 31, 2024 (IUP Amendment) and kept on file with the Department of Environmental Services.
3. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.
4. No commercial activity, apart from the boarding and day care of animals as described above and the sale of pet boarding related items such as pet food and treats, water, branded apparel and items, and pet care items to Commercial Kennel customers, shall be permitted. No sales of pet boarding related items shall be made to the general public. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
5. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner. In addition to other animals as described in condition no. 2 above, no more than 10 dogs shall be boarded within the dwelling at any given time. Use of the boarding shed for Commercial Kennel purposes shall not preclude the boarding of dogs within the dwelling.
6. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
7. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall

be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus I in outdoor pen at a time.

8. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
9. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
   a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
   b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
   c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the east side of the outdoor fenced enclosure. The plantings shall be installed prior to the Commercial Kennel opening for business.
   d. The required fence shall be installed prior to any boarding of animals. The 12-gauge coated welded wire fence shall be maintained in good repair.
   e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
   f. The boarding shed shall be both heated and cooled.
10. The permit holder may employ up to two additional employees to be present at any given time.
11. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
12. 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.
13. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
14. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.

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

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **9**
Title of Item for Consideration: Joseph Winberg "Winberg Addition" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Joseph Winberg, LLC is requesting Preliminary Plat approval of Winberg Addition. The subject 80-acre combined property is proposed to be divided as two 5 acre lots. The property is located at 11290 Wilcox Rd., Sunrise Township, (PID # 09.00189.00 & 09.00078.00).

At their meeting of September 5, 2024, the Planning Commission conducted the requisite public hearing on the proposed Winberg Addition Preliminary Plat and recommended unanimous approval (6-0) with conditions, per Resolution No. PC2024-0901. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, November 22, 2024. Among the options for the County Board at tonight's meeting are the following:

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

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Winberg Addition Preliminary Plat:

"Move to Approve Resolution No. 24/0918-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Winberg Addition generally located at 11290 Wilcox Rd., Sunrise Township, (PID # 09.00189.00 & 09.00078.00)"

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

Budget/Financial Implications: None. ***Legal/Policy Implications***: The 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.

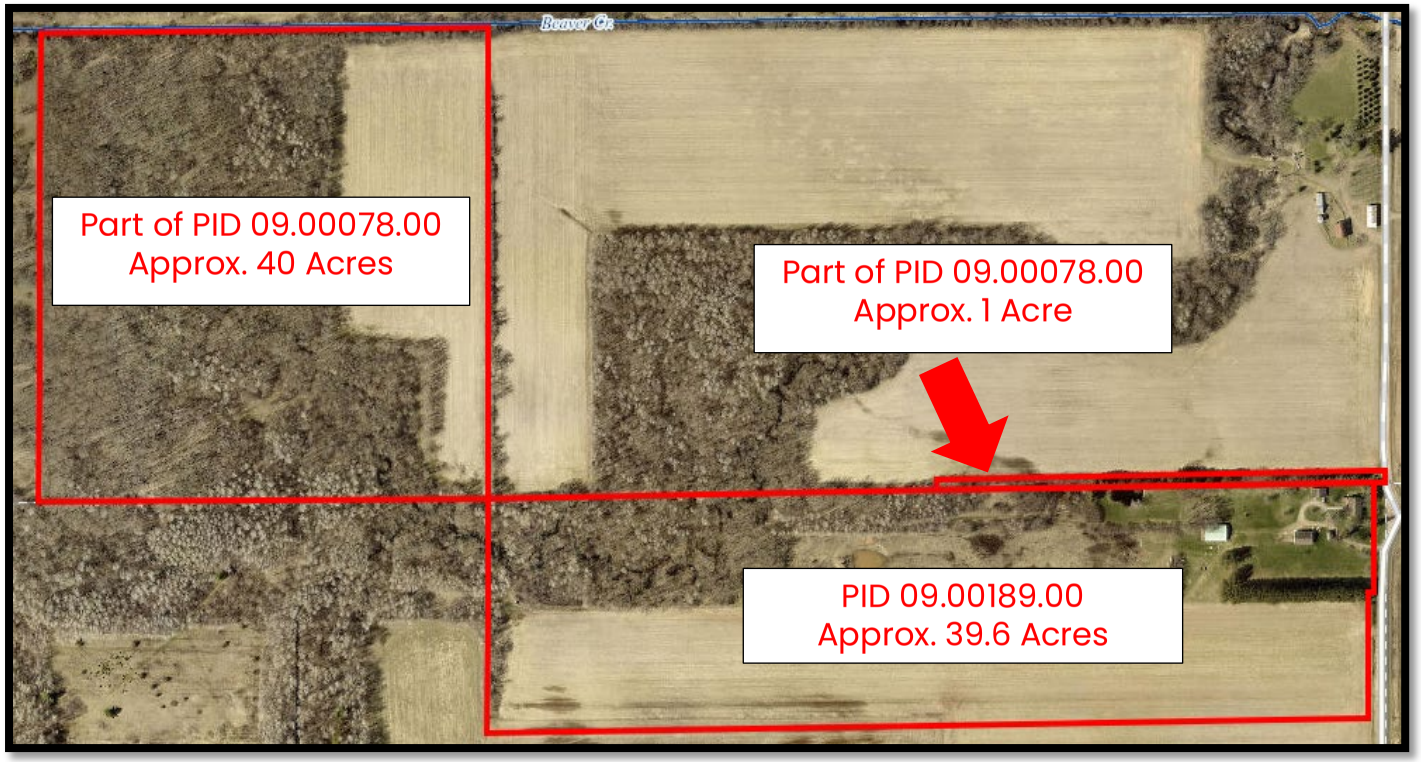
Administrator's Recommendation			
Approve C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Preliminary Plat of Winberg Addition

Joseph Winberg
11290 Wilcox Road
Sunrise Township
PIDs 09.00189.00 and 09.00078.00

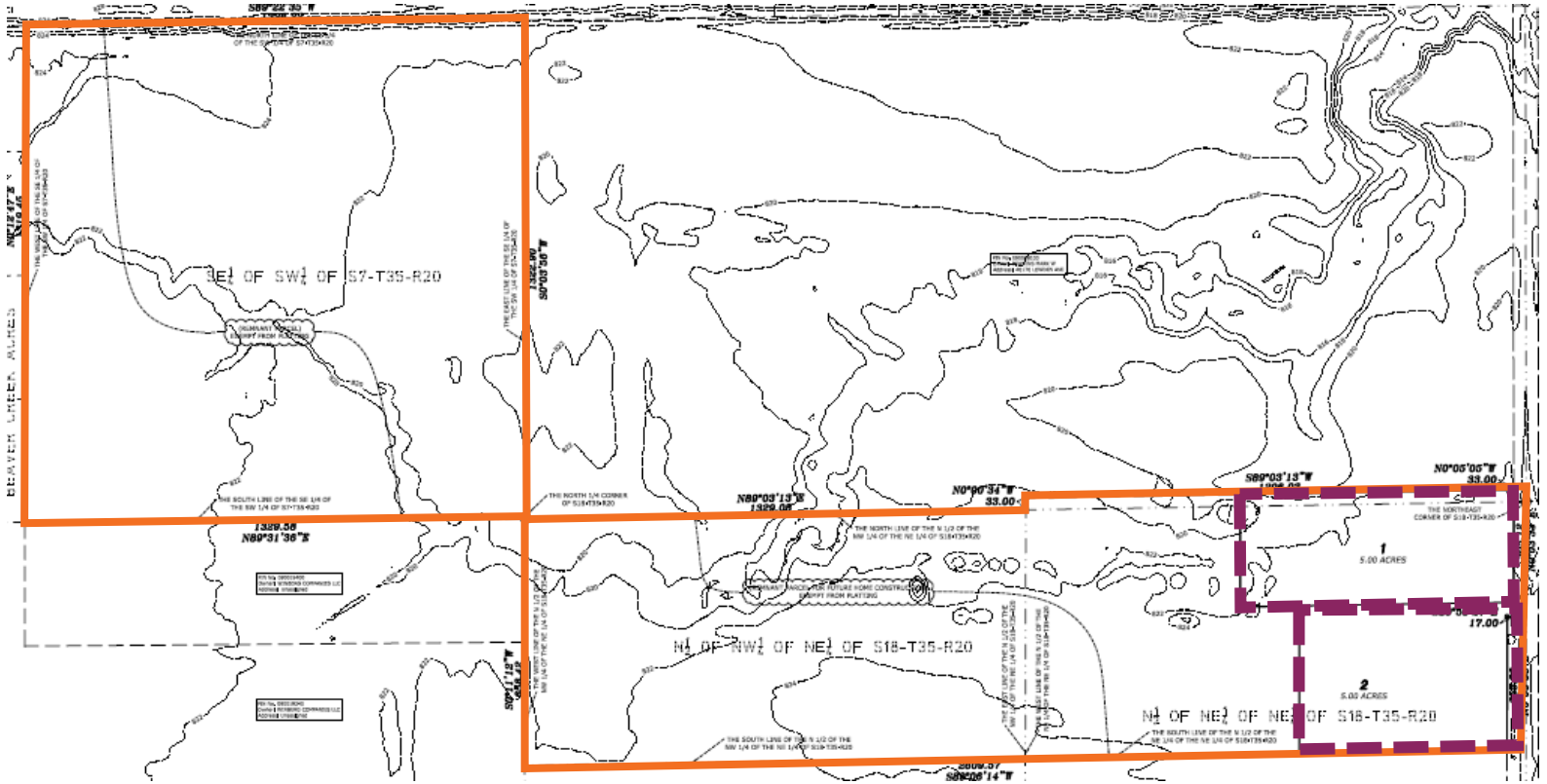
Site Analysis

- Subject site is 80± acres (combined) in size and generally located west of the intersection of Wilcox Road and Lowden Avenue in Sunrise Township. The site consists of two parcels, including a 39.6± acre parcel (PID 09.00189.00) and a 41.3± acre parcel (PID 09.00078.00). The parcel identified as PID 09.00078.00 is uniquely configured in that it features an approximate 40-acre tract of land northwest of 11290 Wilcox Road / PID 09.00189.00 as well as a completely separated approximate 1-acre tract of land (33' wide x 1,296' deep) directly north of 11290 Wilcox Road / PID 09.00189.00. Staff is unaware of how or when this unique configuration originated.
- Topography of the proposed lots includes nearly level elevations ranging from 822' to 824'. The northerly proposed lot features a small wetland area in the extreme northwest corner as well as scattered groupings of trees. The southerly proposed lot does not include any wetland areas but does include a substantial row of trees along the proposed north property boundary.
- The northerly proposed lot is currently developed with a dwelling and at least four detached accessory structures, whereas the southerly proposed parcel is currently vacant and appears to be used for agricultural purposes.
- Subject site and all surrounding properties are located within the Agricultural (AG) District.
- Surrounding properties range in size from five acres to 80 acres, with most surrounding properties being used for residential and/or agricultural purposes.



Proposal Analysis

Property owner Joseph Winberg is seeking approval of the Preliminary Plat of Winberg Addition, involving the creation of two 5-acre lots from the combined 80± acre tract of land located at 11290 Wilcox Road.



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

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5 acres	300'	726.5'	25,000 sf
Lot 2, Block 1	5 acres	393'±	552'+	25,000 sf

Review Process

Technical Review Committee
August 14, 2024

- Land Services Coordinator Gervais addressed the issue of the “sliver” portion of PID 09.00078.00, explaining that the eastern portion of the sliver would be made part of Lot 1 through the platting process but the unplatted western portion would remain as a smaller sliver until the property owner requested and was granted a Lot Reconfiguration and Tie Together to make it part of the remainder of PID 09.00189.00 (a Tie Together processed by the Department of Environmental Services would be necessary rather than a more formal Lot Combination processed by the Auditor-Treasurer’s Office given that the two tracts of land are located in different sections).
- Sanitarian Davidsavor and Wetland Specialist Fertig noted that the soils report and wetland delineation had been verified and found to be accurate.
- The Committee did not identify any immediate concerns.

Sunrise Town Board
August 15, 2024

- The Town Board recommended approval “with the understanding that the orphan strip that is to the east and part of parcel number 09.00078.00 will be combined with Lot 1 of the new plat and the westerly portion of said orphan strip will be combined with the remainder 30 acre parcel”.
- Having been identified by both staff and the Sunrise Town Board, the issue of the sliver / orphan strip has been addressed with a recommended condition of approval.

Review Period

The ordinance prescribed 120-day review period is scheduled to expire on November 22, 2024.

Staff Recommendation

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

Recommended Condition(s):

1. The Preliminary Plat of Winberg Addition is approved per plat drawing dated signed July 16, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
4. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

Options

2. Recommend that the County Board **approve** the Preliminary Plat of Winberg Addition with conditions presented or amended.

2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Winberg Addition based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Winberg Addition.

4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on November 22, 2024 allowing the Planning Commission to further consider the request at its October 3, 2024 meeting.

Action Requested

Motion to adopt Resolution No. PC2024-0901, a resolution recommending approval of the Preliminary Plat of Winberg Addition, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Winberg Addition
11290 Wilcox Road, Sunrise Township
DATE: September 5, 2024

ACTION TO CONSIDER

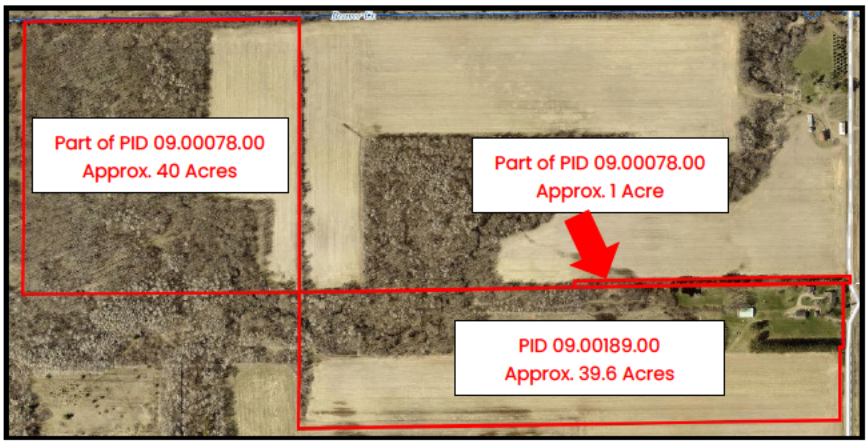
The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Winberg Addition, involving the creation of two lots from a combined 80± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	Joseph Winberg
Applicant(s):	Joseph Winberg
General Location:	11290 Wilcox Road Sunrise Township Sections 18 and 7, Township 35, Range 20
PIDs:	09.00189.00 and 09.00078.00
Property Area:	80± Acres Combined
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	July 18, 2024
Date Application Complete:	July 25, 2024
120-Day Review Period:	November 22, 2024

BACKGROUND

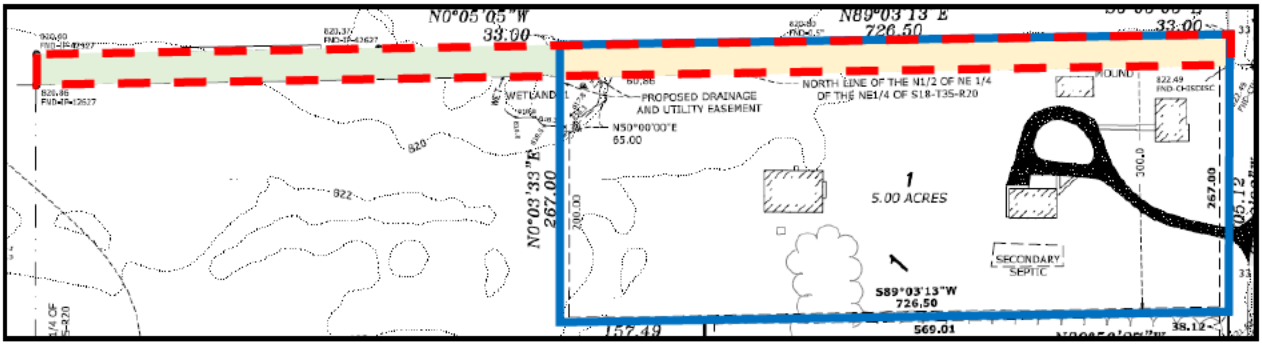
Property owner Joseph Winberg is seeking approval of the Preliminary Plat of Winberg Addition, involving the creation of two 5-acre lots from the combined 80± acre tract of land located at 11290 Wilcox Road in Sunrise Township.



SITE & PROPOSAL ANALYSIS

The 80± acre subject site is generally located west of the intersection of Wilcox Road and Lowden Avenue in Sunrise Township. The subject site consists of two parcels, including a 39.6± acre parcel at 11290 Wilcox Road (PID 09.00189.00) and a 41.3± acre parcel north and northwest of 11290 Wilcox Road (PID 09.00078.00). The parcel identified as PID 09.00078.00 is uniquely configured in that it features an approximate 40-acre tract of land northwest of 11290 Wilcox Road / PID 09.00189.00 as well as a completely separated approximate 1-acre tract of land (33' wide x 1,296' deep) directly north of 11290 Wilcox Road / PID 09.00189.00. Staff is unaware of how or when this unique configuration originated. The image on the previous page provides an illustration of the parcel configuration.

Through the current platting process, the property owner is proposing to plat the easterly 726.5' of the 1-acre "sliver" (shown in light yellow in the image below) as part of Lot 1, Block 1 (shown outlined in blue in the image below) being that the septic mound serving the existing dwelling is located in this area. Per the property owner, the remaining westerly 569.5' of the 1-acre sliver (shown in light green in the image below) will eventually be combined with the remainder / exception area of PID 09.00189.00. Being that the westerly 569.5' and the remainder area of PID 09.00189.00 are exempted from the platting process, this combination cannot be processed through the current platting process and, instead, will be processed as an administrative Lot Reconfiguration and Tie Together once the platting process is complete.



Topography of the proposed lots includes nearly level elevations ranging from 822' to 824'. The northerly proposed lot features a small wetland area in the extreme northwest corner as well as scattered groupings of trees, including substantial rows of trees along the proposed north property boundary and adjacent to the proposed south property boundary. The southerly proposed lot does not include any wetland areas but does include a substantial row of trees along the proposed north property boundary. The northerly proposed lot is currently developed with a dwelling and at least four detached accessory structures, whereas the southerly proposed parcel is currently vacant and appears to be used for agricultural purposes.

The subject site and all surrounding properties are located within the Agricultural (AG) District. Surrounding properties range in size from five acres to 80 acres, with most surrounding properties being used for residential and/or agricultural purposes.

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

AG District Minimum Requirements	**Lot Size 5 acres**	**Lot Width* 300 feet**	**Lot Depth** 300 feet**	**Home Site Area 21,500 square feet**
Lot 1, Block 1	5 acres	300'	726.5'	25,000 sf
Lot 2, Block 1	5 acres	393'±	552'+	25,000 sf

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

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

REVIEW PROCESS

The Technical / Plat Review Committee met with property owner Joseph Winberg on August 14, 2024. Land Services Coordinator Gervais addressed the issue of the "sliver" portion of PID 09.00078.00, explaining that the eastern portion of the sliver would be made part of Lot 1 through the platting process but the unplatted western portion would remain as a smaller sliver until the property owner requested and was granted a Lot Reconfiguration and Tie Together to make it part of the remainder of PID 09.00189.00 (a Tie Together processed by the Department of Environmental Services would be necessary rather than a more formal Lot Combination processed by the Auditor-Treasurer's Office given that the two tracts of land are located in different sections). Sanitarian Davidsavor and Wetland Specialist Fertig noted that the soils report and wetland delineation had been verified and found to be accurate. The Committee did not identify any immediate concerns.

The Sunrise Town Board reviewed the proposed Preliminary Plat at its August 15, 2024 meeting and recommended approval "with the understanding that the orphan strip that is to the east and part of parcel number 09.00078.00 will be combined with Lot 1 of the new plat and the westerly portion of said orphan strip will be combined with the remainder 30 acre parcel". Having been identified by both staff and the Sunrise Town Board, the issue of the sliver / orphan strip has been addressed with a recommended condition of approval.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on November 22, 2024.

WRITTEN TESTIMONY

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

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. The Preliminary Plat of Winberg Addition is approved per plat drawing dated signed July 16, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
4. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Winberg Addition with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Winberg Addition based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Winberg Addition.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on November 22, 2024 allowing the Planning Commission to further consider the request at its October 3, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0901, a resolution recommending approval of the Preliminary Plat of Winberg Addition, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Preliminary Plat drawing
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2024-0901

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 24-1350

Township Sunrise **S/T/R** 18-35-20 **PID#** 09.00189.00 09.00078.00

Project Address 11290 Wilcox Rd Sunrise

Property Owner(s) Joseph Winbers

Mailing Address (If Different from Project Address) 17293 Fyunby Rd shafer, mn 55074

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

Applicant(s) _____

Mailing Address (If Different from Project Address) _____

Phone# _____ **Email** _____

Type of Request (Check All That Apply)

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

Description of Request (Attach Separate Sheet if Necessary) Subdivision is to make Lot 1 and 2

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

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

Applicant Signature

7-18-2024
Date of Application

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

Fees		Dates	
Base Fee	$ 500—	Application Received	7-18-24
Recording Fee	$ 46—	Application Complete	7-25-24
Plat Fee – No Road(s) / With Road(s)	$ 150—	60 / 120 Day Review Period	11-22-24
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$ nn		
TOTAL FEE	$ 696—		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Sunrise S/T/R 18-35-20 PID# 09.00189.00

Project Address 11290 Wilcox Rd Sunrise 09.00078.00

Property Owner(s) Joseph Winberg

Mailing Address (If Different from Project Address) 17293 Funks Rd Shafer, MN 55074

Phone# [redacted] Email [redacted]

Applicant(s) _____

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat
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Joseph Winberg — Applicant Signature

7-18-2024 — 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 SEPT. 5, 2024 Date of Township Presentation AUG. 15, 2024

Townsh ☒ Re Recomi Motion by Jeske Noordergraaf, second by Adam Grobove III to accept the recommendation of the Sunrise Township Planning Commission to approve Mr. Joseph Winberg's Preliminary Plat of Winberg Addition with no conditions but with the understanding that the orphan strip that is to the east and part of parcel number 09.00078.00 will be combined with Lot 1 of the new plat and the westerly portion of said orphan strip will be combined with the remainder 30 acre parcel. Motion carried

Signatures of Township Officials or Authorized Personnel

Carl Pitzer Johnson — Jeske Noordergraaf — Adam A Grobove III

Mark Dalsin — Ryan Ahlin

PRELIMINARY PLAT

~for~ WINBERG ADDITION
~of~ 11290 WILCOX ROAD
SUNRISE TOWNSHIP, MN

APPLICANT

WINBERG COMPANIES, LLC
JOE WINBERG
11290 WILCOX ROAD
NORTH BRANCH, MN 55056
(651) 248-5133

LAND SURVEYOR

E.G. RUD & SONS, INC.
6776 LAKE DRIVE N.E., SUITE 110
LINO LAKES, MN 55014
(651)361-8200

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES CHISAGO COUNTY MONUMENT
- DENOTES AIR CONDITIONING UNIT
- DENOTES CLEAN OUT
- DENOTES ELECTRICAL BOX
- DENOTES FIBER OPTIC BOX
- DENOTES TELEPHONE PEDESTAL
- X 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES LIGHT POLE
- DENOTES MAILBOX
- DENOTES SANITARY SEWER MANHOLE
- DENOTES SIGN
- DENOTES SOIL BORING. (ZIERKE SOIL TESTING)
- WET DENOTES WET LAND
- DENOTES EXISTING CONTOURS
- DENOTES TREE LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE
- PIN No. 17-119-22-14-0008 Owners: City of X Address: Unassigned — DENOTES ADJACENT PARCEL OWNER INFORMATION (PER CHISAGO COUNTY TAX INFORMATION)

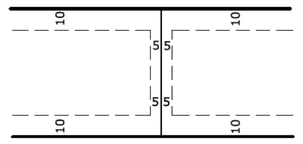
BENCHMARK

MNDOT NAME: RUMP
ELEVATION: 870.441
DATUM: NAVD 88

NOTES

- Field work was completed by E.G. Rud and Sons, Inc. on 05-24-24.
- Parcel ID Number: 09.00189.00 and 09.00078.00
- Address of the surveyed premises: 11290 Wilcox Road, North Branch, MN 55056
- Bearings shown are on Chisago County datum.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map No. 27025C0030D Community No. 270682 Panel No. 0030 Suffix D by the Federal Emergency Management Agency, effective date April 17, 2012.
- Wetland delineation preformed by Jacobson Environmental, PLLC in June of 2024.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

EXISTING PROPERTY DESCRIPITON

The North half of the Northeast Quarter of the Northeast Quarter and the North half of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

EXCEPT Parcel 11A described as follows: That part of Parcel 11A Chisago County Highway Right-Of-Way Plat No. 32, Lying northerly of the south line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

AND

The South 2 rods of the Southeast Quarter of the Southeast Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

EXISTING ZONING/LOT STANDARDS

AG - AGRICULTURAL
MINIMUM LOT AREA = 5 ACRES
MINIMUM LOT WIDTH = 300 FEET
MINIMUM LOT DEPTH = 300 FEET

SETBACKS

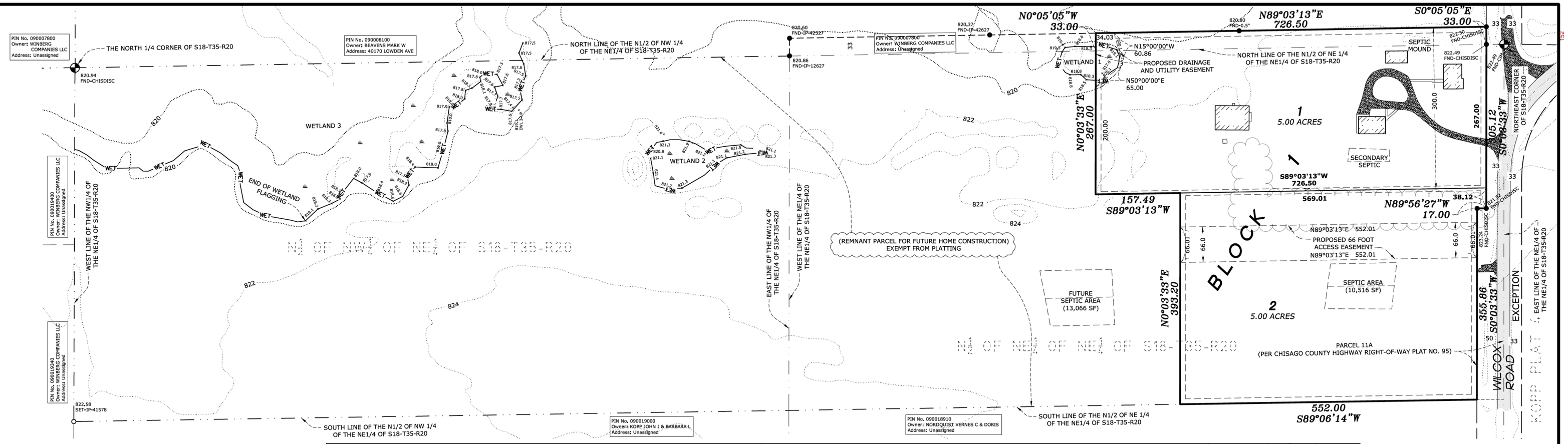
FRONT C.S.A.H. =135 FEET TO CENTERLINE
FRONT TOWNSHIP ROAD =40 FEET TO R/W
DWELLING ATTACHED GARAGE SIDE YARD =20 FEET
AG STRUCTURE SIDE SETBACK =40 FEET
REAR YARD =50 FEET

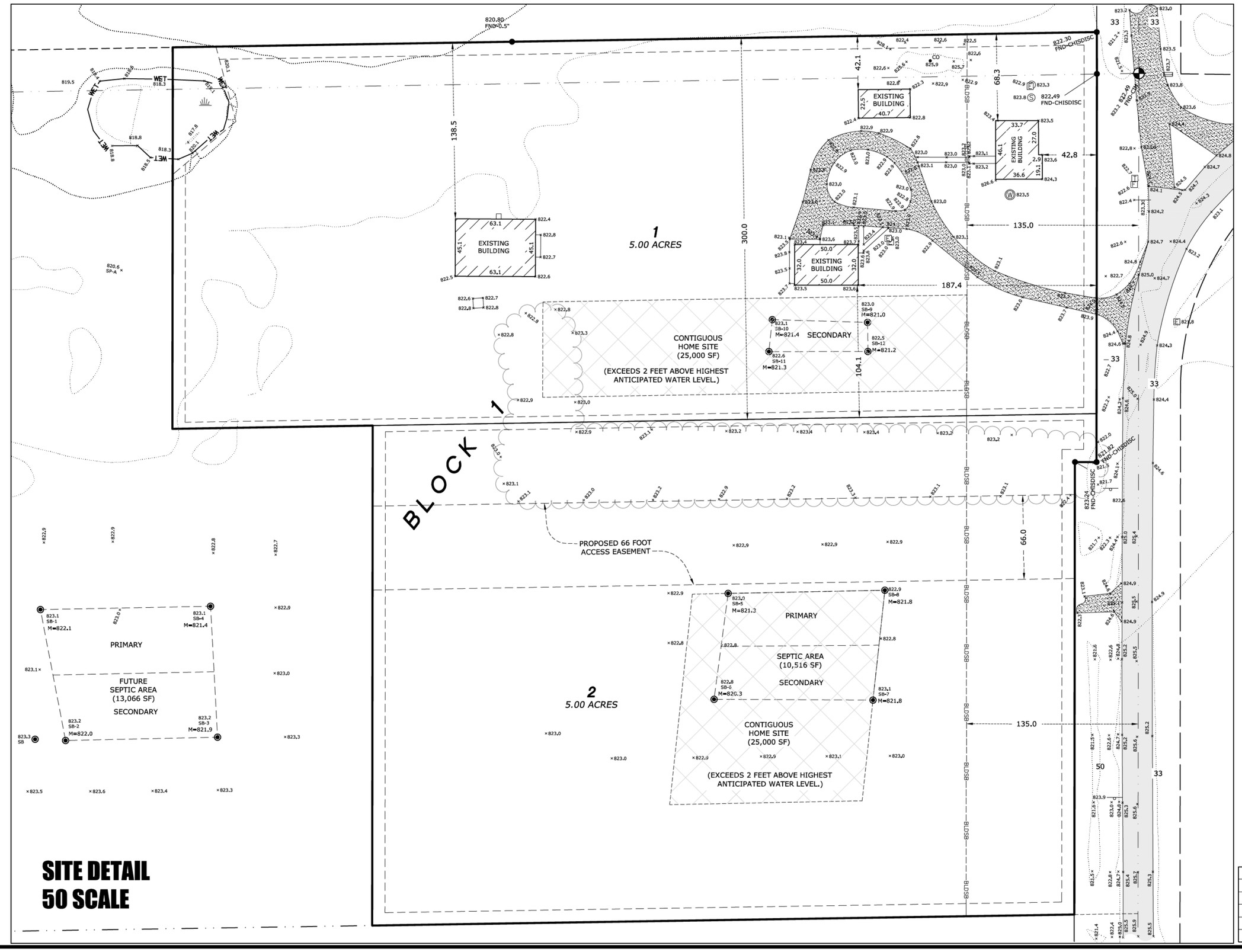
E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

HIGH WATER LEVEL NOTE

The nearest flood zone is a designated Zone A (which does not have a published 100 year flood elevation) lying approximately 480 feet northerly of this parcel.

The highest anticipated water elevation is determined to be at elevation = 818.5, based upon the wetland flag elevations as measured in the nw corner of this parcel, which are contiguous with the Zone A noted above.





SITE DETAIL
50 SCALE

GRAPHIC SCALE
100 0 50 100 200
1 INCH = 100FEET

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

JASON E. RUD
Date: 7/16/2024 License No. 41578

DRAWN BY: BCD	JOB NO: 240438PP	DATE: 07-01-24	
CHECK BY: JER	FIELD CREW: RW/MR/JR		
1	07/11/24	UPDATED PRELIM. PLAT BOUNDARY	BCD
2	07/16/24	UPDATED PRELIM. PLAT	BCD
3			
NO.	DATE	DESCRIPTION	BY

Chisago County Board of Commissioners September 18th 2024

PRELIMINARY PLAT

~for~ WINBERG ADDITION
~of~ 11290 WILCOX ROAD
SUNRISE TOWNSHIP, MN

APPLICANT

WINBERG COMPANIES, LLC
JOE WINBERG
11290 WILCOX ROAD
NORTH BRANCH, MN 55056
(651) 248-5133

LAND SURVEYOR

E.G. RUD & SONS, INC.
6776 LAKE DRIVE N.E., SUITE 110
LINO LAKES, MN 55014
(651)361-8200

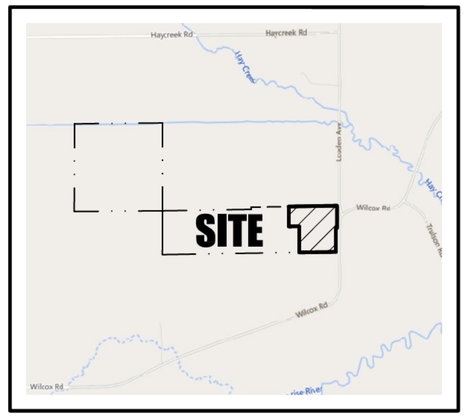
GRAPHIC SCALE
150 0 75 150 300
1 INCH = 150FEET

BENCHMARK

MNDOT NAME: RUMP
ELEVATION: 870.441
DATUM: NAVD 88

VICINITY MAP

PART OF SEC. 7 & 18, TWP. 35, RNG. 20



CHISAGO COUNTY, MINNESOTA
(NO SCALE)

PIN No. 090007300 Owner: STEVEN & ANN ANDERSON TRUST Address: 10429 HAY CREEK RD NORTH BRANCH
PIN No. 090008030 Owner: TERRI ANNE NELSON Address: 10805 HAY CREEK RD
PIN No. 090008020 Owner: PATRICK A BUMP Address: 10865 HAYCREEK RD
PIN No. 090008010 Owner: CHRISTA TIEFENBACHER-HUDSON Address: 10869 HAY CREEK RD
PIN No. 090008000 Owner: ROBERT A & SHARON C JOHNSON Address: 11019 HAY CREEK RD
PIN No. 090007900 Owner: NORMAN L & CINDY M LELM Address: 40370 LOWDEN AVE
PIN No. 090075900 Owner: PA YANG Address: 40187 KEYSTONE AVE
PIN No. 090075901 Owner: MICHAEL T HONICO Address: 40183 KEYSTONE AVE
PIN No. 090075902 Owner: ELIZABETH D WAWERSICH Address: 40057 KEYSTONE RD
PIN No. 090075903 Owner: ROSS E & RENEE P THORMODSGARD Address: 40057 KEYSTONE RD
PIN No. 090019400 Owner: WINBERG COMPANIES LLC Address: Unassigned
PIN No. 090019340 Owner: WINBERG COMPANIES LLC Address: Unassigned
PIN No. 090019000 Owner: KOPP JOHN J & BARBARA L Address: Unassigned
PIN No. 090018910 Owner: NORDQUIST VERNES C & DORIS Address: Unassigned
PIN No. 090008100 Owner: BEAVENS MARK W Address: 40170 LOWDEN AVE

S89°22'35"W 1326.22
THE NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF S7-T35-R20
N0°12'47"E 1319.45
THE WEST LINE OF THE SE 1/4 OF THE SW 1/4 OF S7-T35-R20
SE1/4 OF SW1/4 OF S7-T35-R20
(REMNANT PARCEL) EXEMPT FROM PLATTING
THE EAST LINE OF THE SE 1/4 OF THE SW 1/4 OF S7-T35-R20
S0°03'56"W 1322.90
BEAVER CREEK ACRES
THE SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF S7-T35-R20
1329.58
N89°31'36"E
THE NORTH 1/4 CORNER OF S18-T35-R20
N89°03'13"E 1329.08
N0°00'34"W 33.00
THE NORTH LINE OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF S18-T35-R20
S89°03'13"W 1296.03
N0°05'05"W 33.00
THE NORTHEAST CORNER OF S18-T35-R20
1
5.00 ACRES
305.12
N0°03'33"E
S89°56'27"E 17.00
(REMNANT PARCEL FOR FUTURE HOME CONSTRUCTION) EXEMPT FROM PLATTING
N1/2 OF NW1/4 OF NE1/4 OF S18-T35-R20
THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 OF S18-T35-R20
S0°11'12"W 658.42
THE WEST LINE OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF S18-T35-R20
THE EAST LINE OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF S18-T35-R20
THE WEST LINE OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF S18-T35-R20
THE EAST LINE OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF S18-T35-R20
2
5.00 ACRES
355.86
N0°03'33"E
N1/2 OF NE1/4 OF NE1/4 OF S18-T35-R20
THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF S18-T35-R20
2609.57
S89°06'14"W
THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF S18-T35-R20
THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF S18-T35-R20

EXISTING PROPERTY DESCRIPTON

The North half of the Northeast Quarter of the Northeast Quarter and the North half of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

EXCEPT Parcel 11A described as follows: That part of Parcel 11A Chisago County Highway Right-Of-Way Plat No. 32, Lying northerly of the south line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

AND

The South 2 rods of the Southeast Quarter of the Southeast Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES CHISAGO COUNTY MONUMENT
- DENOTES LIDAR CONTOURS

NOTES

- Field work was completed by E.G. Rud and Sons, Inc. on 05-24-24.
- Parcel ID Number: 09.00189.00 and 09.00078.00
- Address of the surveyed premises: 11290 Wilcox Road, North Branch, MN 55056
- Bearings shown are on Chisago County datum.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map No. 27025C0030D Community No. 270682 Panel No. 0030 Suffix D by the Federal Emergency Management Agency, effective date April 17, 2012.
- Wetland delineation preformed by Jacobson Environmental, PLLC in June of 2024.

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

DRAWN BY: BCD	JOB NO: 240438PP	DATE: 07-15-24
CHECK BY: JER	FIELD CREW: RW/MR/JR	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

Chisago County Board of Commissioners September 19th 2024

S:\RUD\CAD\24PRO\\240438PP\240438PP.DWG

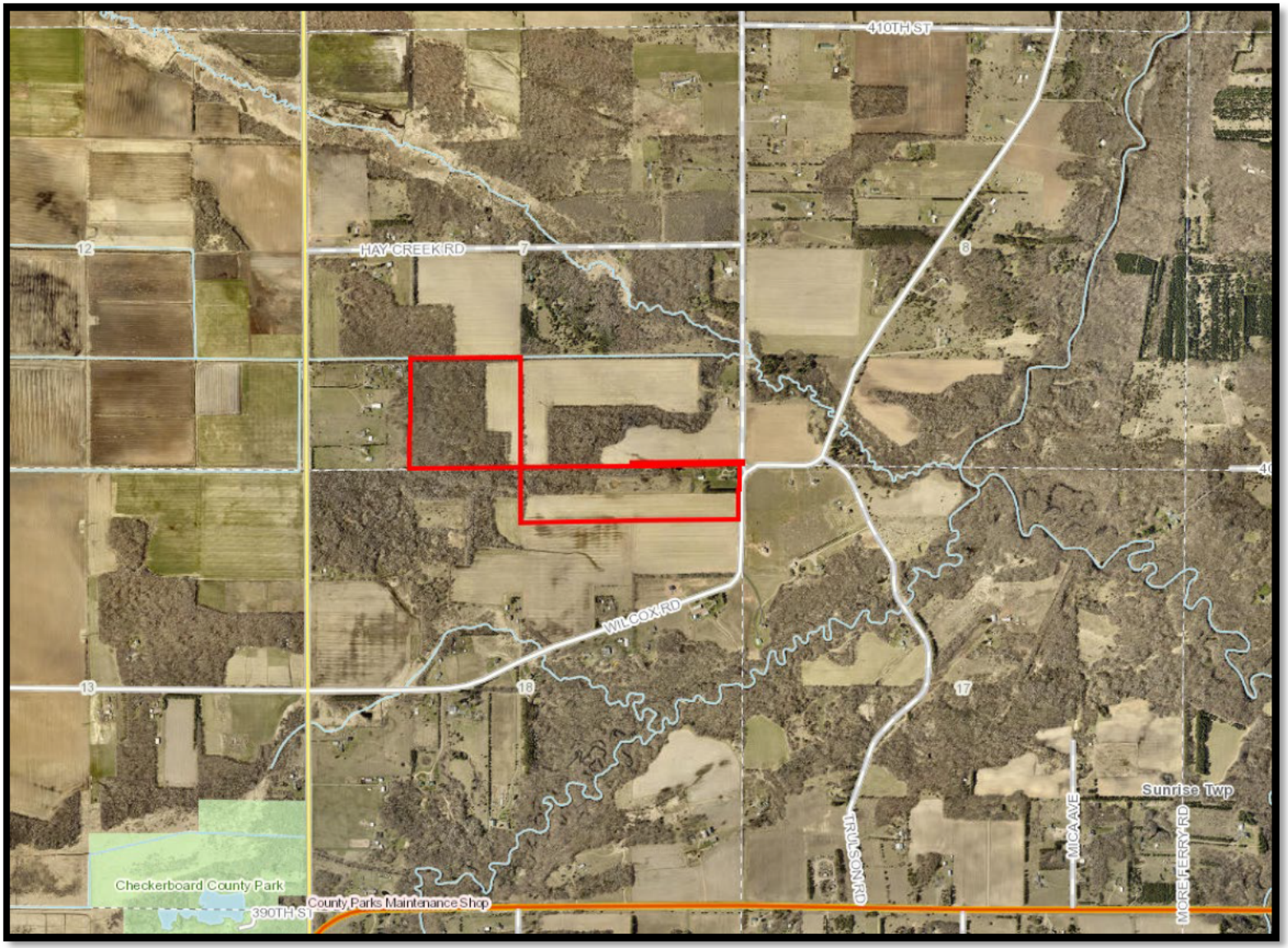
Chisago COUNTY USA | ENVIRONMENTAL SERVICES

Joseph Winberg – Property owner Joseph Winberg is requesting approval of the Preliminary Plat of Winberg Addition involving the creation of two 5± acre lots, with frontage on Wilcox Road, from a combined 80± acre tract of land located in the Agricultural (AG) District. The plat request includes two subject properties, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township, S18 and 7, T35, R20 (PIDs 09.00189.00 and 09.00078.00

Chisago County Board of Commissioners
September 18th 2024

Chisago COUNTY USA | ENVIRONMENTAL SERVICES

Joseph Winberg – Property owner Joseph Winberg is requesting approval of the Preliminary Plat of Winberg Addition involving the creation of two 5± acre lots, with frontage on Wilcox Road, from a combined 80± acre tract of land located in the Agricultural (AG) District. The plat request includes two subject properties, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township, S18 and 7, T35, R20 (PIDs 09.00189.00 and 09.00078.00



Chisago County Board of Commissioners
September 18th 2024

RESOLUTION NO. PC2024-0901
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF WINBERG ADDITION

WHEREAS, property owner Joseph Winberg submitted an application dated received July 18, 2024 and considered complete on July 25, 2024 for the Preliminary Plat of Winberg Addition; and

WHEREAS, the property owner wishes to create two 5-acre lots from the combined 80± acre subject site; and

WHEREAS, the subject site includes two separate parcels, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PIDs 09.00189.00 and 09.00078.00

The North half of the Northeast Quarter of the Northeast Quarter and the North half of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

> *EXCEPT Parcel 11A described as follows: That part of Parcel 11A Chisago County Highway Right-Of-Way Plat No. 32, Lying northerly of the south line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.*

AND

The South 2 rods of the Southeast Quarter of the Southeast Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on September 5, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Winberg Addition was consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Winberg Addition is approved per plat drawing dated signed July 16, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
4. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 5th day of September, 2024.

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

_____ ATTEST: _____

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0918-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF WINBERG ADDITION

WHEREAS, property owner Joseph Winberg submitted an application dated received July 18, 2024 and considered complete on July 25, 2024 for the Preliminary Plat of Winberg Addition; and

WHEREAS, the property owner wishes to create two 5-acre lots from the combined 80± acre subject site; and

WHEREAS, the subject site includes two separate parcels, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PIDs 09.00189.00 and 09.00078.00

The North half of the Northeast Quarter of the Northeast Quarter and the North half of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

> *EXCEPT Parcel 11A described as follows: That part of Parcel 11A Chisago County Highway Right-Of-Way Plat No. 32, Lying northerly of the south line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.*

AND

The South 2 rods of the Southeast Quarter of the Southeast Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on September 5, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Winberg Addition with conditions per Resolution No. PC2024-0901; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Winberg Addition and the Planning Commission's recommendation at its September 18, 2024 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Winberg Addition is approved per plat drawing dated signed July 16, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
4. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **10**
Title of Item for Consideration: Carol Hauglie Autumn Woods Cottages Final Plat Application Extension	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The County Board approved the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. 23/1115-4 on November 15, 2023.

Background: Carol Hauglie is requesting a one-year extension for submission of the Final Plat of Autumn Woods Cottages. The subject 28.2-acre property is zoned Rural Residential 2 (RR2) and has been preliminarily approved to be divided into six subdivided lots ranging in size from 2.3 to 8.11 acres. The property is located at the NW corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive (PID 06.00235.20) in Nessel Township.

At their meeting of September 5, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Final Plat submission extension, per Resolution No. PC2024-0904. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, January 31, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the Final Plat application submission extension, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff;
- The County Board may Deny the Final Plat submission extension 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).

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Autumn Woods Cottages Final Plat submission extension. The recommended motion is as follows:

"Move to Approve Resolution No. 24/0918-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the extension of the application deadline for the Final Plat of Autumn Woods Cottages located at the NW corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive (PID 06.00235.20) in Nessel Township"

Implications of Action – Recommended Board action grants approval of the Autumn Woods Cottages

Final Plat application deadline as presented.

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.

Administrator's Recommendation

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

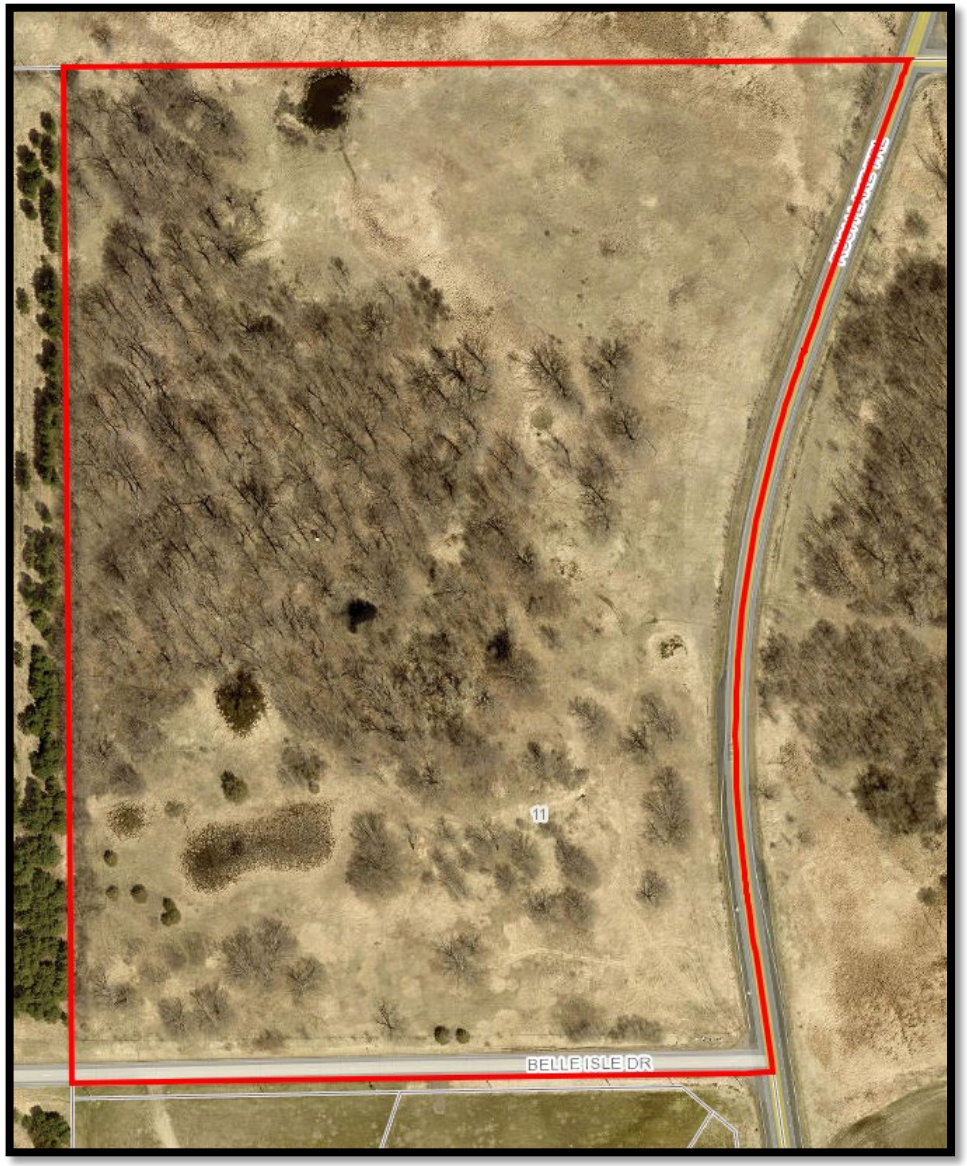
Request for Extension for Final Plat of Autumn Woods Cottages

Carol Hauglie
NW Corner of Rush Lake Trail & Belle Isle Drive
Nessel Township
PID 06.00235.20

Background

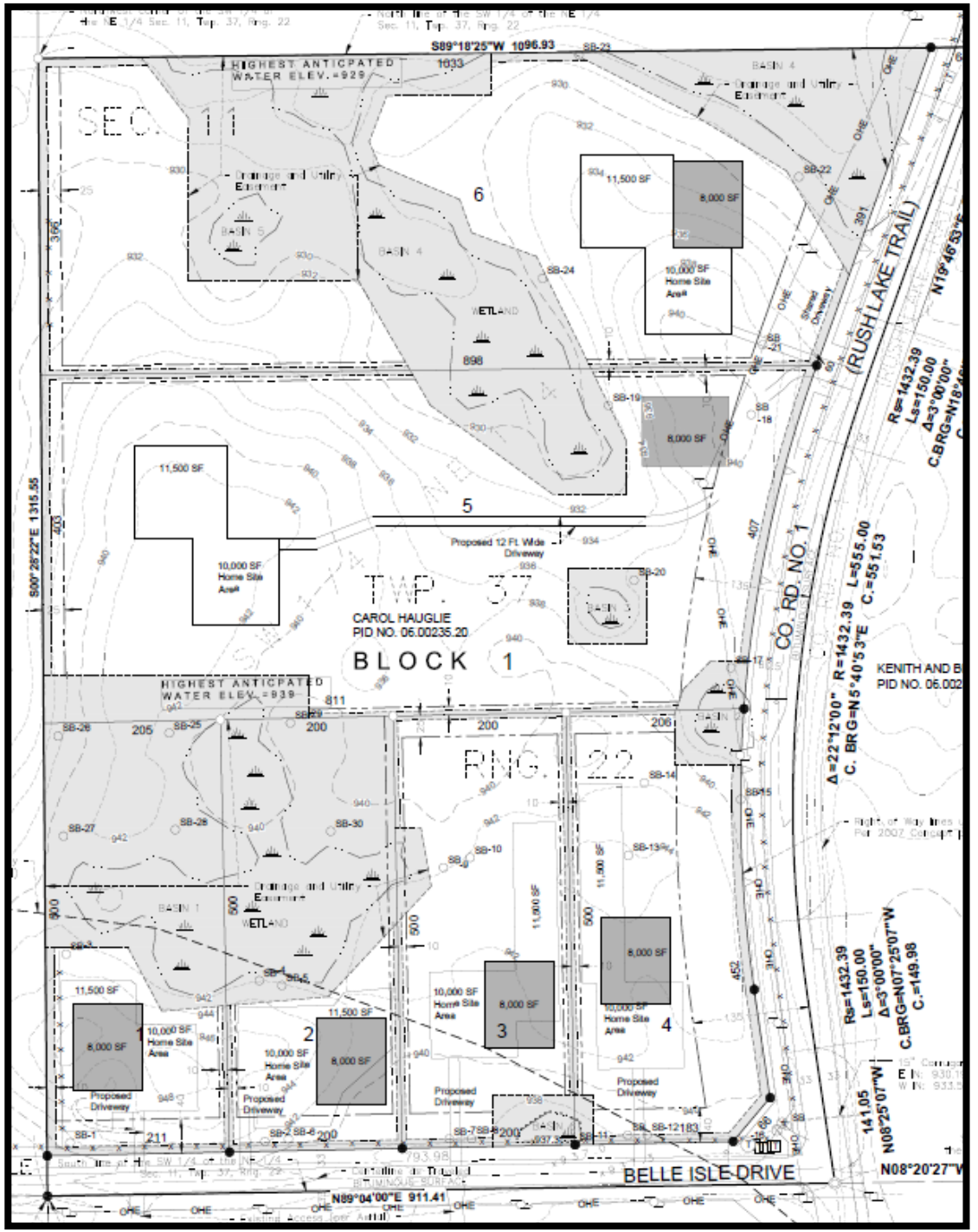
Property owner / subdivider Carol Hauglie requested and was granted Preliminary Plat approval in November 2023 for a 28.2± acre property located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township. The Chisago County Subdivision Ordinance requires that the request for Final Plat be submitted within one year of Preliminary Plat approval, "unless an extension of time is requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission".

Hauglie submitted a written request, dated August 14, 2024, for a one-year extension for submission of the Final Plat of Autumn Woods Cottages. If the extension is granted by the County Board, Hauglie would be required to submit request for Final Plat by November 15, 2025 rather than November 15, 2024.



Approved Preliminary Plat

- Six lots ranging in size from 2.3 acres to 8.11 acres from the 28.20± acre tract of land.
- The proposed lots located adjacent to the south property boundary / Belle Isle Drive and closest to East Rush Lake are shown to be approximately 2.3 acres in size with the two remaining proposed lots being 7.74 acres and 8.11 acres in size.
- The four southern lots are shown to access Belle Isle Drive and the two northerly lots will utilize a shared driveway to access Rush Lake Trail / CSAH 1.
- All parcels comply with the County's minimum dimensional requirements.



Staff Recommendation

Staff has not identified any concerns with the requested extension and therefore recommends approval.

Options

1. Recommend that the County Board **approve** the request for a one-year extension.
2. Recommend that the County Board **deny** the request for a one-year extension.
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the request for Final Plat is currently due by November 15, 2024, it's feasible that the Planning Commission could further consider the request at its October 3, 2024 meeting. The request and the Planning Commission's recommendation would be presented to the County Board for consideration on October 16, 2024, allowing Hauglie approximately one month to submit the request for Final Plat if the request for extension is denied.

Action Requested

Motion to adopt Resolution No. PC2024-0904, a resolution recommending approval of a request for a one-year extension for submission of the Final Plat of Autumn Woods Cottages, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Request for Extension for Final Plat of Autumn Woods Cottages
Northwest Corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive, Nessel Township
DATE: September 5, 2024

ACTION TO CONSIDER

The Planning Commission will consider granting a one-year extension for submission of the Final Plat of Autumn Woods Cottages.

BACKGROUND

Property owner / subdivider Carol Hauglie requested and was granted Preliminary Plat approval in November 2023 for a 28.2± acre property located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township. The Chisago County Subdivision Ordinance requires that the request for Final Plat be submitted within one year of Preliminary Plat approval, "unless an extension of time is requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission".

Hauglie submitted a written request, dated August 14, 2024, for a one-year extension for submission of the Final Plat of Autumn Woods Cottages. If the extension is granted by the County Board, Hauglie would be required to submit request for Final Plat by November 15, 2025 rather than November 15, 2024.

STAFF RECOMMENDATION

Staff has not identified any concerns with the requested extension and therefore recommends approval. A resolution has been prepared for the Planning Commission's consideration.

OPTIONS

1. Recommend that the County Board **approve** the request for a one-year extension.
2. Recommend that the County Board **deny** the request for a one-year extension.
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Being that the request for Final Plat is currently due by November 15, 2024, it's feasible that the Planning Commission could further consider the request at its October 3, 2024 meeting. The request and the Planning Commission's recommendation would be presented to the County Board for consideration on October 16, 2024, allowing Hauglie approximately one month to submit the request for Final Plat if the request for extension is denied.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0904, a resolution recommending approval of a request for a one-year extension for submission of the Final Plat of Autumn Woods Cottages, with conditions as presented or amended.

ATTACHMENTS

1. Written request for extension
2. Legal Recording for Preliminary Plat
3. Draft Resolution No. PC2024-0904

8/14/24

Attention: Chisago County Planning Commission
Chisago County Board of Commissioners

Subject: Autumn Woods Cottages
Parcel 06.00235.20
Preliminary Plat Approved 11/15/23

Re: Request for a one year extension to complete the final plat procedure. This would be 11/15/25. My plan is to begin initiating the required steps for final plat filing in early 2025.

I have been advised for financial and health reasons a one year extension would be helpful.

I understand this option could be available to me. Please review this request.

Thank you,

Carol Haugli
52275 Rush Lake Trl.
Rush City, MN 55069
[redacted]

Doc# A-672086
Recorded on:
November 20, 2023 1:15 PM

KAREN M LONG
CHISAGO COUNTY RECORDER
CHISAGO COUNTY, MN

Fee: $46.00 Pages: 3
Returned To: CHISAGO COUNTY DEPT OF ENVIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

I, Beth Gervais, Land Services Coordinator for the County of Chisago hereby certify that the attached

RESOLUTION NO. 23/1115-4
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF AUTUMN WOODS COTTAGES

is a true and correct record of the decision adopted by the Chisago County Board of Commissioners at a duly authorized meeting thereof held on the 15th day of November, 2023.

Beth Gervais 11-17-23
Beth Gervais, Land Services Coordinator Date

SEAL

This document drafted by:
Beth Gervais, Land Services Coordinator
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

Please return to:
Beth Gervais, Land Services Coordinator
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

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 Dahlberg offered the following resolution and moved its adoption:

RESOLUTION NO. 23/1115-4
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Sunrise Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. PC2023-1102; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Autumn Woods Cottages and the Planning Commission's recommendation at its November 15, 2023 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Autumn Woods Cottages, subject to the following 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.

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

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

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

Approved: November 15, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

CHISAGO COUNTY
NOV 15 2023
BOARD APPROVED

RESOLUTION NO. PC2024-0904
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A REQUEST FOR A ONE-YEAR EXTENSION FOR SUBMISSION OF THE FINAL PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. PC2023-1102; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Autumn Woods Cottages and the Planning Commission's recommendation at its November 15, 2023 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances; and

WHEREAS, the Board of Commissioners approved the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. 23/1115-4; and

WHEREAS, the Chisago County Subdivision Ordinance and Resolution No. 23/1115-4 require that the subdivider submit request for Final Plat of Autumn Woods Cottages within one year of Preliminary Plat approval unless an extension of time is requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission; and

WHEREAS, property owner / subdivider Carol Hauglie submitted a written request dated August 14, 2024 for a one-year extension for submission of the Final Plat of Autumn Woods Cottages; and

WHEREAS, the Planning Commission considered the request for extension at its September 5, 2024 meeting.

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

1. The subdivider's request for a one-year extension for the submission of the Final Plat of Autumn Woods Cottages is approved, requiring that the request for Final Plat be submitted by November 15, 2025 rather than November 15, 2024.
2. The Final Plat shall be subject to all previously adopted conditions provided in Resolution No. 23/1115-4, with the exception of condition no. 4.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 5th day of September, 2024.

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

_____
Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0918-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A ONE-YEAR EXTENSION FOR SUBMISSION OF THE FINAL PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner / subdivider Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. PC2023-1102; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Autumn Woods Cottages and the Planning Commission's recommendation at its November 15, 2023 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances; and

WHEREAS, the Board of Commissioners approved the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. 23/1115-4; and

WHEREAS, the Chisago County Subdivision Ordinance and Resolution No. 23/1115-4 require that the subdivider submit request for Final Plat of Autumn Woods Cottages within one year of Preliminary Plat approval unless an extension of time is requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission; and

WHEREAS, property owner / subdivider Carol Hauglie submitted a written request dated August 14, 2024 for a one-year extension for submission of the Final Plat of Autumn Woods Cottages; and

WHEREAS, the Planning Commission considered this request on September 5, 2024 and heard from the Land Services Coordinator; and

WHEREAS, the Planning Commission recommended approval of the requested extension with conditions per Resolution No. PC2024-0904; and

WHEREAS, the Board of Commissioners considered the request for extension and the Planning Commission's recommendation at its September 18, 2024 meeting.

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

1. The subdivider's request for a one-year extension for the submission of the Final Plat of Autumn Woods Cottages is approved, requiring that the request for Final Plat be submitted by November 15, 2025 rather than November 15, 2024.
2. The Final Plat shall be subject to all previously adopted conditions provided in Resolution No. 23/1115-4, with the exception of condition no. 4.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **11**
Title of Item for Consideration: LAB to LAKES - Carp Study	
Action Requested by: Kurt Schneider Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago Lakes Lake Improvement District (CLLID)

Previous Action on this Matter: In the past, there have been carp population surveys and estimates done on individual lakes throughout the Chisago Lakes Lake Improvement District (CLLID). Most recently, the 2023 population estimates and radio tagging of carp on North/South Center, Chisago, and North/South Lindstrom Lakes, and a 2021 survey conducted on South Center and Green Lake.

Background:

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

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

In 2023, the LID invested in understanding carp populations on a system-wide level. Based on the need to understand carp population and movement throughout the network of lakes, The LID Board selected WSB LLC, to conduct a comprehensive and simultaneous study of South Center, North Center, North Lindstrom, South Lindstrom, and Chisago (with connected wetlands and smaller lakes). 2023 Common Carp East Zone Carp Baseline Data Collection project yielded some surprising findings on carp abundance and movement throughout the system**. The industry accepted population threshold for a 'safe' population is (89lbs/acre), the 2023 study yielded results of up to (488lbs./acre).** These findings were significant and surprising, so surprising in fact that the findings caught the attention of the Minnesota Aquatic Invasive Species Research Center (MAISRC).

After a competitive process, The Chisago Lakes LID was selected by the Minnesota Aquatic Invasive Species Research Center (MAISRC) to participate in the Lab to Lakes initiative that focuses on common carp management. Through collaboration with state and local partners, the initiative aims to reduce and sustainably maintain carp populations below 100kg/ha (89lbs/acre) within four years. This goal will be achieved through research-based management plans, active carp removal, and comprehensive outcome evaluation, laying the groundwork for statewide management efforts. As a selected participant, the LID will receive substantial funding upwards of $1,500,000 to collect data and implement management activities between 2024 and 2028 and collaborate with MAISRC to evaluate the effectiveness of carp management within the LID and develop a system-wide Common Carp Integrated Pest Management (IPM) plan. To facilitate active and successful LID participation the LID recommends expanded professional services agreement aid from consulting firm WSB, LLC. These additional services will be fully funded by the MAISRC program as will eligible LID staff support.

Attachment(s):

2024 Professional Service Agreement Chisago County and WSB LLC for the Chisago Lakes Lake Improvement District
2024 WSB LLC, Draft Work Plan
2024 WSB LLC, Draft Project Budget

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

"Move to Approve the Agreement by and between Chisago County and WSB LLC, in support of the Chisago Lakes Lake Improvement District 2024 LAB to LAKES Minnesota Aquatic Invasive Species Research Center ***project as presented."***

Implications of Action: Recommended Board action would advance invasive carp research and management by contracting with WSB LLC, to implement the LAB to LAKES initiative.

Budget/Financial Implications: Staff requests no additional levy dollars, and no match is required for the MAISRC LAB to LAKES program. Existing LID staffing investment and support is also eligible for reimbursement, decreasing the overall staffing costs for the LID. The LAB to LAKES program is a State funded program that provides reimbursement through MAISRC.

Legal/Policy Implications: The County Attorney's Office has approved the form of the proposed professional services agreement and the proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

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

PROFESSIONAL & TECHNICAL SERVICES CONTRACT
CHISAGO COUNTY and WSB & ASSOCIATES, INC.
For
THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT
2024 LAB to LAKES

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), on behalf of the and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONSULTANT).

RECITALS

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

WHEREAS, pursuant to Minnesota Statutes, section 103B.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, LID was selected by the University of Minnesota/Minnesota Aquatic Invasive Species Research Center (MAISRC) to participate in the Lab to Lakes initiative that focuses on common carp management. As a participant in the Lab to Lakes program, the LID will receive reimbursement from the MAISRC to manage and study invasive carp in the Chisago Lakes chain through April 2028.

WHEREAS, because LID is a recipient of the LAB to LAKES program funding, this CONTRACT is subject to the funding made available and allocated MAISRC and conditioned upon the LID entering into an agreement with MAISRC and no work will be completed without prior authorization from LID staff.

WHEREAS, the LAB to LAKES program is a multiyear project, an accurate budget for 2024 & 2025 is provided in EXHIBIT B, but tasks and budget items for years 2026-2028 of this CONTRACT will be developed with data collected in year-1 and year-2, and subject to amendment. **Overall budget for project life is not to exceed $1,548,936.00, unless approved by MAISRC, LID, and CONSULTANT.**

WHEREAS, LID is in need of professional/technical services, specifically to carryout management tasks such as, but not limited to, data collection, removal, and development of an integrated pest management plan (IPM) of the common carp, for the lakes of North and South Center, North and South Lindstrom and Chisago, and smaller satellite lakes.

WHEREAS, CONSULTANT is a qualified engineering firm which has represented through its submitted proposal 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 to perform

those functions required in the Lab to Lakes initiative for the management and study of carp in the Chisago Lakes chain.

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

TERMS AND CONDITIONS

NOW, THEREFORE, the COUNTY and CONSULTANT agree to enter into this CONTRACT on the following terms and conditions:

I. **TERM OF CONTRACT**. This CONTRACT shall be effective on September 18, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until May 31, 2028, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONSULTANT understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONSULTANT is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The terms and conditions of this contract are those terms and provisions contained in this Professional Services Agreement and its incorporated exhibits as referenced herein and incorporated hereto. The incorporated exhibits are those documents noted below and made here part of:

1. EXHIBIT A - Scope of Work
2. EXHIBIT B – Compensation & Project Budget
3. EXHIBIT C – Insurance Schedule

III. **CONTRACT CONSTRUCTION.** To the extent that the terms and conditions of this CONTRACT conflict with those terms and conditions of the incorporated exhibits then the terms and conditions set forth in the CONTRACT shall prevail and the CONTRACT and the incorporated exhibits shall be so construed and interpreted.

IV. **CONSULTANT'S DUTIES**. The CONSULTANT shall perform those duties and responsibilities described in EXHIBIT A. As the LID is a recipient of the LAB to LAKES program funding, this CONTRACT is subject to the funding availability from MAISRC, **and no work will be completed without prior authorization from LID staff.**

V. **COUNTY'S DUTIES.** The County shall perform those duties and responsibilities required of the County as provided in this Contract and its incorporated exhibits.

VI. **CONSIDERATION AND TERMS OF PAYMENT**.

A. During the term of this CONTRACT, CONSULTANT will receive compensation for all services performed and goods or materials supplied, as follows:

For 2024, compensation will not exceed the sum of $58,577.00.
For 2025, compensation will not exceed the sum of $332,727.00

For years 2026 - 2028, compensation will be set by amendment to this CONTRACT.

B. Notwithstanding the above, total project compensation under this CONTRACT shall not exceed One Million Two Hundred and Ninety Six Thousand, Nine Hundred and Fifty Two Dollars and No/100 Dollars ($1,296,952.00), as detailed in EXHIBIT B.

C. LID/County Staff costs are not included in the total compensation to the CONSULTANT; however, they are reflected in the total project cost of $1,548,936.00. Estimated LID/County staff costs are roughly $251,984 throughout the life of the project.

D. CONSULTANT understands and agrees that the sole source of compensation under this CONTRACT is from funds allocated by the University of Minnesota (MAISRC) and conditional upon the LID receiving a LAB to LAKES program funding contract through MAISRC. CONSULTANT further understands that all compensation paid to CONSULTANT will not exceed $1,296,952.00, or additional sums as allocated by University of Minnesota (MAISRC).

E. Terms of Payment.

The County shall promptly process requests for payment after the CONSULTANT'S presentation of invoices for services performed and acceptance of such services by LID's authorized representative. All services provided by the CONSULTANT pursuant to this CONTRACT shall be performed to the satisfaction of County pursuant to the standard of care, not inconsistent with CONSULTANT's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONSULTANT shall not receive payment for work found by LID to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONSULTANT within thirty (30) days of completion of the work.

VII. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Benjamin J. Elfelt, Administrator Chisago Lakes Lake Improvement District
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-8383
E-Mail:	Benjamin.Elfelt@chisagocountymn.gov

B. The CONSULTANT'S authorized representative for the purpose of administration of this contract is:

Name:	Tony Havranek, Director of Fisheries
Company:	WSB
Address:	178 East 9th Street., Suite 200, St Paul, MN 55101
Telephone:	(715)417-1190
E-Mail:	thavranek@wsbeng.com

VIII. **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 CONSULTANT. In the event of such a cancellation, the CONSULTANT 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 University of Minnesota (MAISRC), or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

C. Termination must be by written or fax notice to the CONSULTANT 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 CONSULTANT 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 University of Minnesota (MAISRC) or other funding source not to appropriate or allocate funds.

IX. **INDEMNIFICATION**. The CONSULTANT agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONSULTANT. This clause shall not be construed to bar any legal remedies the CONSULTANT may have for County's failure to fulfill its obligations pursuant to this CONTRACT but only to the extent such claims or causes of action are caused by the CONSULTANT's negligent acts, errors, and omissions or any entity in which the CONSULTANT is legally liable. CONSULTANT has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

X. **INSURANCE**. CONSULTANT will procure and maintain the insurance coverages in the types of coverage and minimum coverage amounts s described in EXHIBIT C. CONSULTANT will name the County as an additional insured to said policies, with exception of worker's compensation and professional liability; and provide the County with certificates of all insurance coverages to evidence same.

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 CONSULTANT or its employees individually or jointly with others, or any subconsultants shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **MINNESOTA STATUTE §181.59**.

The CONSULTANT will comply with the provisions of Minnesota Statute §181.59 which require:

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

XIII. **GOVERNMENT DATA PRACTICES ACT**. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or County.

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

XIV. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials created by the CONSULTANT, or its employees or subconsultants, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONSULTANT. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONSULTANT.

The CONSULTANT hereby assigns to County all rights, title and interest to the MATERIALS. The CONSULTANT 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 CONSULTANT, its employees or subconsultants, 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 CONSULTANT, its employees and any subconsultant, and the CONSULTANT shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONSULTANT'S obligations under this contract without the prior written consent of County's authorized representative.

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

XV. **ANTITRUST**. The CONSULTANT 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.

XVI. **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.

XVII. **AMENDMENTS**. Any amendments to this contract shall be mutually agreed upon, in writing and executed by a legal representative of the respective party.

XVIII. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONSULTANT 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.

XIX. **SUBCONTRACTING AND ASSIGNMENT:** CONSULTANT 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 will require an assignment agreement, signed by the County, CONSULTANT, and assignee, which binds the assignee to perform all duties and responsibilities of CONSULTANT as provided in this CONTRACT and amendments thereto. If specifically authorized by the County, CONSULTANT shall remain responsible for the performance of all subconsultants and shall compensate said subconsultants pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures are on Next Page.)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONSULTANT – WSB LLC

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

By:
Name: Title
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Marlys Dunne, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath Clerk to the Board
Date:

REVIEWED AS TO FORM:

By: Jeffrey B. Fuge
Jeffrey B. Fuge Assistant County Attorney
Date: September 11, 2024

Chisago Lakes Lake Improvement District- Lab to Lakes Common Carp Management Workplan

Version 1.0

2024

Introduction

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

One of the primary aquatic invasive species (AIS) within the Chisago Lakes LID that has the potential to dramatically impact water quality and ecological integrity is the common carp. Carp are listed as a regulated invasive species by the MN DNR. The ecological effects of carp on the environments in which they invade are negative and numerous. Examples of such effects include increased internal Total Phosphorous loading, reduction in native submergent aquatic vegetation abundance, increased turbidity, and potential impacts to fish and wildlife abundance and diversity.

The science of carp management has changed significantly since 2010. The ability to quantify abundance, track carp movements, and reduce abundance has improved and allows managers to use a more empirical approach to management and tie carp management directly to planning documents such as TMDLs and other plans through the implementation of a standardized BMP. This approach is described as an Integrated Pest Management (IPM) approach that relies on basic biological principles to sustainability manage invasive species populations effectively for the long-term.

The Chisago Lakes LID was selected by the Minnesota Aquatic Invasive Species Research Center (MAISRC) to participate in the Lab to Lakes initiative that focuses on common carp management. Through collaboration with state and local partners, the initiative aims **to reduce and sustainably maintain carp populations below 100kg/ha (89lbs/acre) within four years**. This goal will be achieved through **research-based management plans, active carp removal, and comprehensive outcome evaluation**, laying the groundwork for statewide management efforts. The LID will receive funding to collect data and implement management activities between 2024 and 2028 and collaborate with MAISRC to evaluate the effectiveness of carp management within the LID and develop a system-wide Common Carp Integrated Pest Management (IPM) plan.

This workplan lists the tasks required to deliver the IPM and implement management along with a budget and project schedule.

Background

The LID website describes the watershed as “10 miles long and 9.3 miles wide”. The boundaries of the LID align with the USGS HUC 12 Green Lake Watershed (HUC # 070300050406). This LID HUC

12 watershed contains 42 public water inventory basins. Of these, the LID identifies 19 of these as "major basins".

Furthermore, there is a high amount of connectivity between many of the waterbodies within the watershed; both artificial and natural. Carp exploit highly connected systems to improve spawning and subsequent recruitment by targeting waterbodies that winterkill and become devoid of egg and larval predators (bluegill sunfish).

Anecdotal information suggests that carp abundance is high within the watershed lakes. MN DNR fisheries survey data shows that carp were found during the latest general fisheries surveys for many of the waterbodies within the LID. These surveys are not targeted towards assessing carp abundance but do provide context to the baseline datasets. The "normal range" values are provided for both gill and trap net gears and are developed using CPUE values for similar Schupp Lake Classifications.

Waterbody	Most Current Survey Year	Carp Present (y/n)	Above Normal Range (y/n)
North Lindstrom	2019	Y	N
South Lindstrom	2014	Y	N
North Center	2017	Y	N
South Center	2015	Y	N

In addition to this MN DNR survey data, boat electrofishing catch per unit effort (CPUE) carp abundance estimates have been completed for Green, Little Green, South Center, North Center, South Lindstrom, North Lindstrom, and Chisago in previous years.

Date	**Lake**	**Method**	**Biomass Estimate (kg/ha)**	**Average Weight (lbs.)**	**Estimated # Ind. Carp**	**Size Range (inches)**
Fall 2015	Green Lake	Electrofishing CPUE*	127	13.2		
Fall 2021	Green Lake	Electrofishing CPUE	92.7 +/- 25.7	9.6	10,400 +/- 2880	18 – 32
Fall 2021	South Center	Electrofishing CPUE	238.4 +/- 88.3	9.8	18,130 +/- 6700	11 – 35
Fall 2021	Little Green	Electrofishing CPUE	340.9 +/- 169.1	9.6	7,093 +/- 3521	18 – 32

Lake Name	Survey Date	Density Estimate (kg/ha)	Density Estimate (Lbs/acre)	Standard Deviation (± lbs./ac)
North Lindstrom	8/30/2023	181.63	162.04	194.72
North Lindstrom	9/12/2023	0.00	0.00	0.00
North Lindstrom	9/26/2023	59.77	109.00	0.00
North Lindstrom Aggregate		**80.46**	**90.35**	67.46
South Lindstrom	9/12/2023	0.00	0.00	0.00
South Lindstrom	9/26/2023	0.00	0.00	0.00
South Lindstrom Aggregate		**0.00**	**0.00**	0.00
Chisago	8/30/2023	0.00	0.00	0.00
Chisago	9/12/2023	0.00	0.00	0.00
Chisago	9/26/2023	45.32	121.31	60.65
Chisago Aggregate		**15.11**	**40.44**	57.19
North Center	8/30/2023	158.98	141.84	94.89
North Center	9/12/2023	249.58	222.67	185.98
North Center	9/26/2023	14.35	12.81	12.81
North Center Aggregate		**140.97**	**125.77**	86.43
South Center	8/30/2023	431.49	384.96	132.21
South Center	9/12/2023	714.06	637.07	513.30
South Center	9/26/2023	496.38	442.86	227.78
South Center Aggregate		**547.31**	**488.30**	107.82

To track movement, 20 adult carp were implanted with high frequency radio tags. The table below shows the number of tags implanted in each lake in fall of 2023.

2023 Radio Tagging For Chisago Lakes		
Tag Frequency (kHz)	Implant Lake	Tag Type
150.034	Chisago	F1850B
150.392	north center	F1855B
150.293	north center	F1850B
150.372	north center	F1855B
150.275	north center	F1850B
150.054	north center	F1850B
150.214	North Lindstrom	F1850B
150.235	North Lindstrom	F1850B
150.254	North Lindstrom	F1850B
150.334	south center	F1855B
150.354	south center	F1855B
150.092	south center	F1850B
150.112	south center	F1850B
150.155	south center	F1850B
150.133	south center	F1850B
150.192	south center	F1850B
150.175	south center	F1850B
150.072	south center	F1850B
150.314	south center	F1850B
150.014	south center	F1850B

Subsequent telemetry surveys in 2023 and 2024 show a high level of movement or mixing of carp between North Center, South Center, and North Lindstrom.

While data on carp abundance and some preliminary data on movement has been collected; additional movement data for spring migration and early summer spawning as well as movement data during "normal" precipitation and water level elevations will be required to provide managers with the necessary data to further develop an IPM Plan for carp within the Chisago Lake LID. This data can be collected using the implanted radio tags from 2023 and would benefit from the installation of PIT stations along identified routes (from radio tag telemetry surveys) to refine periods of movement for barrier installation or removal operations.

Based on the CPUE estimates and level 1 tributary data, migration routes could include tributaries from the east and southeast into North and South Center Lakes while nurseries could include wetlands, stormwater ponds, and MN DNR public water basins along these routes.

Additional baseline data should be collected to inform the carp IPM. This includes:

- Carp ageing for North and South Center Lakes
- Springtime, summer, and winter radio telemetry surveys data
- Late summer/early fall trap net surveys for Young of Year (YOY) carp and bluegill\
- Targeted bluegill surveys (bio control)
- Site level surveys for potential barrier locations
- Acoustic side scan surveys of winter aggregation sites to determine if obstructions to seining exist
- Winter dissolved oxygen monitoring
- Survey for location of baited box nets

Project Tasks

The following task list has been developed based on the findings from the previous carp abundance estimate projects and to meet the goals of the Chisago Lakes LID and the Labs to Lakes Initiative. Not all tasks will be carried out in each of the project years (see schedule) and some tasks act as placeholders as we anticipate they will need to be caried out, but specifics will be added through data collection in an iterative fashion.

- Project Management
- Permitting
- Winter Telemetry
- radio Tagging
- PIT Tagging
- ageing
- Watershed Recon and Mapping
- PIT Station Installs
- PIT station maintenance
- Spring Telemetry
- Fisheries Assessments
- Box Netting
- Fall YoY
- Fall Carp CPUE
- Fall/Winter Telemetry
- Radio and PIT Reserve
- Data Analysis and Reporting
- Meetings and Presentation- Public Engagement
- Push Trap
- Hog Trap
- Commercial seining
- Barrier Design
- Barrier Install

Project Management

Under this task, staff will complete administrative tasks to support the project such as budget tracking, review of project goals and determination of progress project, and miscellaneous tasks as needed.

Permitting

Field activities will require a MN DNR Fisheries Research permit. These permits are valid from the date of issuance within a calendar year until December 31 of that year which will require permit renewals for each year of the project. Staff will apply for other permits as needed based on project development.

Winter Telemetry

Telemetry surveys are used to track carp implanted with high frequency radio tags. Winter surveys are typically completed on the ice when foot travel is safe. Winter surveys can be used to identify winter aggregations and subsequently target those aggregations for large scale removal. We anticipate weekly surveys in both January and February of each year.

Radio Tagging

This is listed as a separate task for budgeting, the first year. The tags used for this project have an anticipated battery life between 500 and 2,960 days depending on the tag type. We anticipate implanting radio tags in carp across the watershed in each year (except 2028) of the project to ensure tag coverage. Tags would be implanted during fall surveys or cold water removal operations.

PIT Tagging

Passive Integrated Transponder (PIT) tags provide another methodology for tracking movement of carp through narrow waterways. PIT tags are activated when they cross an antennae. This tag signal is date and time stamped by a data logger which can be remotely downloaded. PIT allows us to monitor 24-7 while the antennae and logger are field deployed. This is valuable when determining exact times of movement and siting barriers. PIT tags will also be implanted during fall surveys and removal operations.

Ageing

Basic fish population metrics include size structure, abundance, and age structure. This aids in determining the level of recruitment and prior to implementation of project activities and can be used to determine the efficacy of management in the future. We plan to extract otoliths from 80 fish with a focus on the North and South Center Lakes.

Watershed Reconnaissance and Mapping

Staff will recon areas within the watershed in Fall of 2024 to identify locations that will be suitable for PIT station and barrier installations in Spring of 2025. Measurements will be taken for stream width and depth to calculate quantities of cable and miscellaneous supplies needed for PIT installations.

PIT Station Installs

We anticipate installing a series of 13 PIT stations across the watershed in early spring of 2025 to track movement-especially spawning migration. Stations will be solar powered single antennae. We also plan to include parasitic units to allow for remote monitoring of power/performance and remote downloading.

PIT Station Maintenance

These PIT stations will need to be checked regularly and we anticipate some level of maintenance throughout the project.

Spring Telemetry

Spring telemetry will provide critical spatial data on migration routes and nursery sites which may exist within the core lakes or within connected winterkill lakes and/or wetlands. This information is key to limiting recruitment. Spring telemetry will begin in March and continue through June.

General Fisheries Assessments

General fisheries assessments will be completed to identify assemblages, relative abundance, and size structure of lake fisheries. The standard MN DNR methodology will be applied except no gill netting will be completed. We have coordinated with the MN DNR Hinckley office so as not to complete redundant surveys. Electrofishing and trap nets will be used for survey work.

Box Netting

Baited box nets will be used as one removal method. We plan to deploy up to five (5) nets annually and focus our effort during the summer feeding period. The lakes selected for deployment will be based on carp abundance data collected previously and during the course of the project.

Fall Young of the Year (YoY) Surveys

These are targeted surveys that provide data on hatch and recruitment success for most fish species, but we will be targeting carp and bluegill. Minifykes will be used in a series of lakes throughout the watershed on a rotating basis in late summer early fall to allow enough time for growth of 0-age fish to be captured by the gear.

Fall Carp Boat Electrofishing Abundance Surveys

Similar to the fall YoY surveys, this is a targeted survey method to quantify abundance of carp using a catch per unit effort (CPUE) model. Data collected can be used for comparative analysis against the previous years' estimates provided earlier in this document and to track changes as carp management is implemented. These surveys will be carried out annually on North and South Center and other lakes on a rotating basis to develop baselines or for comparative analysis.

Fall/Winter Telemetry

Surveys during this time period allow us to identify movement patterns and habitat preferences as the surface waters cool. This may lead to a carp removal opportunity if aggregations are found or at least inform us on when aggregations begin to form.

Radio and PIT Reserve

This task was created primarily for budgeting and includes funding for the annual purchase of PIT and radio tags so these can be deployed across the watershed as informed by data collected annually.

Data Analysis and Reporting

Under this task, we will archive numerical and spatial field data, develop abundance estimates and other analysis/datasets for reports, create maps, and draft reports and the Carp IPM.

Meetings, Presentation, and Public Engagement

All internal and external meetings along with presentations will be completed under this task. We anticipate two (2) meetings with the Chisago Lakes LID board to discuss findings and develop subsequent annual workplans.

Public engagement will also be included to provide project information and updates on a broader scale, but we have not developed a public engagement plan to date. May include an open house or project showcase.

Push Trap Removal

An integrated approach utilizes a variety of capture and removal techniques to exploit vulnerabilities. The push trap can be an effective gear when deployed in streams to capture carp during migration periods. This trap is composed of a cage apparatus, but the downstream end is a series of fingers that can be pushed inward to allow carp to enter the trap, but not leave as the fingers or times can rotate outward since they are blocked by the bottom of the waterway. A camera is usually installed to view remotely and visit the trap to remove carp or any blockages that form.

Hog Trap Removal

This method utilizes a trapping device typically used for trapping feral pigs. A fence is installed along the shoreline to form a cage. A drop gate is then installed along this fence line which is wired to a camera and switch that allows the gate to drop and capture fish within the fenced in area. The camera can be accessed from a cell phone app and the gate triggered remotely while in the app.

Commercial Seining

Commercial seining provides another option for large scale carp removal. This technique can be effective in open water or under the ice and targets aggregations identified by radio telemetry and/or side scan/forward looking sonar. Prior to deploying the siene net, we would complete side scanning of identified aggregation areas to determine if obstructions on the lake bottom prevent the area from being netted effectively.

Barrier Design

We anticipate that a barrier will be a necessary component of the integrated approach within the watershed due to the connectivity and documented movement between lakes using radio telemetry.

We don't know if the barrier will be electric, structural, velocity or other, but want to ensure that designing a barrier is considered and accounted for as part of this project. The barrier will be designed with consideration to native species movement and hydrology/hydraulics. Under this task we would complete the design for one (1) barrier.

Budget

Task	2024	2025	2026	2027	2028	Total
Project Management	$1,863	$8,172	$9,612	$9,756	$3,576	$32,979
CLID Staff	$1,980	$8,316	$8,734	$9,170	$4,814	$33,013
Permitting	$1,035	$1,135	$1,235	$1,355	$1,490	$6,250
Winter Telemetry	$0	$9,088	$10,368	$11,392	$12,480	$43,328
CLID Staff	$0	$11,088	$11,645	$12,227	$4,279	$39,238
Radio Tagging	$7,321	$0	$0	$0	$0	$7,321
PIT Tagging	$1,571	$0	$0	$0	$0	$1,571
Ageing	$2,450	$0	$0	$0	$0	$2,450
Watershed Recon and Mapping	$4,968	$0	$0	$0	$0	$4,968
CLID Staff	$2,640	$0	$0	$0	$0	$2,640
PIT Station Installs	$0	$67,512	$9,732	$10,308	$10,920	$98,472
CLID Staff (includes maint.)	$0	$6,468	$6,793	$7,132	$4,279	$24,672
PIT station maintenance	$0	$6,180	$6,980	$7,620	$2,450	$23,230
Spring Telemetry (CLID Time for this is in winter item)	$0	$17,040	$19,440	$21,360	$15,600	$73,440
Fisheries Assessments	$0	$31,204	$19,970	$20,216	$0	$71,390
CLID (includes other assessments such as YoY)	$5,940	$18,480	$19,408	$20,378	$0	$64,206
Box Netting	$0	$90,075	$99,725	$110,700	$0	$300,500
CLID Removals (general)	$0	$0	$19,408	$20,378	$10,698	$50,483
Fall YoY	$0	$11,924	$14,784	$13,540	$0	$40,248
Fall Carp CPUE	$19,644	$21,360	$18,864	$9,936	$0	$69,804
Fall/Winter Telemetry	$6,720	$8,288	$9,168	$10,064	$0	$34,240
Radio and PIT Reserve	$0	$5,000	$5,000	$3,750	$0	$13,750
Data Analysis and Reporting	$8,068	$40,485	$45,275	$49,745	$28,371	$171,944
CLID Staff	$2,200	$4,620	$4,852	$5,094	$2,674	$19,441
Meetings and Presentation- Public Engagement	$4,937	$15,264	$16,984	$18,652	$7,503	$63,340
CLID staff	$990	$4,851	$5,095	$5,349	$2,006	$18,291
Push Trap	$0	$0	$19,346	$0	$0	$19,346
Hog Trap	$0	$0	$31,271	$34,070	$0	$65,341
Commercial seining	$0	$0	$49,040	$27,400	$16,600	$93,040
Barrier Design	$0	$0	$60,000	$0	$0	$60,000
Total	$72,327	$386,550	$522,728	$439,591	$127,740	$1,548,936

Project Schedule

	2024	2025				2026				2027				2028	
Task	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Project Management															
Permitting															
Winter Telemetry															
Radio Tagging															
PIT Tagging															
Ageing															
Watershed Recon and Mapping															
PIT Station Installs															
PIT station maintenance															
Spring Telemetry															
Fisheries Assessments															
Box Netting															
Fall YoY															
Fall Carp CPUE															
Fall/Winter Telemetry															
Radio and PIT Reserve															
Data Analysis and Reporting															
Meetings and Presentation- Public Engagement															
Push Trap															
Hog Trap															
Commercial seining															
Barrier Design															

Lab to Lakes Budget

Task	2024	2025	2026	2027	2028	Total
Project Management	$1,863	$8,172	$9,612	$9,756	$3,576	$32,979
LID Staff	$1,980	$8,316	$8,734	$9,170	$4,814	$33,013
Permitting	$1,035	$1,135	$1,235	$1,355	$1,490	$6,250
Winter Telemetry	$0	$9,088	$10,368	$11,392	$12,480	$43,328
LID Staff	$0	$11,088	$11,645	$12,227	$4,279	$39,238
Radio Tagging	$7,321	$0	$0	$0	$0	$7,321
PIT Tagging	$1,571	$0	$0	$0	$0	$1,571
Ageing	$2,450	$0	$0	$0	$0	$2,450
Watershed Recon and Mapping	$4,968	$0	$0	$0	$0	$4,968
LID Staff	$2,640	$0	$0	$0	$0	$2,640
PIT Station Installs	$0	$67,512	$9,732	$10,308	$10,920	$98,472
LID Staff (includes maint.)	$0	$6,468	$6,793	$7,132	$4,279	$24,672
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Fisheries Assessments	$0	$31,204	$19,970	$20,216	$0	$71,390
LID (includes other assessments such as YoY)	$5,940	$18,480	$19,408	$20,378	$0	$64,206
Box Netting	$0	$90,075	$99,725	$110,700	$0	$300,500
LID Removals (general)	$0	$0	$19,408	$20,378	$10,698	$50,483
Fall YoY	$0	$11,924	$14,784	$13,540	$0	$40,248
Fall Carp CPUE	$19,644	$21,360	$18,864	$9,936	$0	$69,804
Fall/Winter Telemetry	$6,720	$8,288	$9,168	$10,064	$0	$34,240
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Hog Trap	$0	$0	$31,271	$34,070	$0	$65,341
Commercial seining	$0	$0	$49,040	$27,400	$16,600	$93,040
Barrier Design	$0	$0	$60,000	$0	$0	$60,000
Total	$72,327	$386,550	$522,728	$439,591	$127,740	$1,548,936

WSB	$ 58,577	$ 332,727	$ 446,794	$ 359,864	$ 98,990	$ 1,296,952
LID Staff Estimated Costs (offset LID personnel costs)	$ 13,750	$ 53,823	$ 75,934	$ 79,727	$ 28,750	$ 251,984
Other Line Items (to be considered in the future)						
Barrier Install	0	0	0	300000	0	300000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Jolin
Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jessica.jolin@marshmma.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416 WSBASSOCIA	INSURER A : National Union Fire Ins Co PittsburghPA	19445
	INSURER B : Great American Fidelity Insurance Co	41858
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1575739518 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		GL5425678	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		CA4693553	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			TUUF16688300	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014196003 WC015853268	3/1/2024 3/1/2024	3/1/2025 3/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Chisago are included as Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability coverage. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

County of Chisago
Chisago Lakes Lake Improvement District
313 North Main
Center City MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **12**
Title of Item for Consideration: Report and Recommendations from the September 11, 2024, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners

Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its September 11th 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:

Monthly Current County Staffing Update:

County Administrator Burnham discussed the current staffing in Chisago County. ***The Committee moved to approve the update.***

2025 Budget and Levy Continued Discussion:

The Committee held substantial conversations with the department heads and each other. The Committee directed staff to present information on raising the County Wheelage Tax from $10 to $20 per vehicle. Eventually, the County settled on setting the preliminary levy at **5.72%** or **$49,953,801**.

Attachment:

- September 11th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the September 11th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the September 11th Budget and Finance Report."

And

"Move to approve the recommendation of the 2025 Preliminary Budget and Levy among of $49,953,801 or an increase of 5.72% more than the 2024 Levy."

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 _____

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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA
Wednesday, September 11th, 2024
County Board Room, Room 172 at 3:00 p.m.
PROPOSED AGENDA

I. Current Year-to-Date Financial Update
- a. Operating Budget vs Actual
- b. Salaries and Wages Budget vs Actual
- c. Fund Balance Charts
- d. Wheelage Tax and Local Option Sales Tax Charts
- e. CIP Budget to Actual
- f. ARPA Budget to Actual

II. Monthly Current County Staffing Update

III. ~~CIP Facilities 10-year Outlook~~
- a. ~~ICS – Chris Ziemer, Brian Mohr, Kristin Duerr~~

IV. ~~Honeywell – Post Installation Conditions Report~~

V. ~~Courthouse Fire Panel – Cellular Connectivity~~

VI. ~~'Old Jail' Site Sale Price~~

VII. 2025 Budget and Levy Continued Discussions

VIII. ~~Other Topics~~
- a. ~~Local Government Cannabis Aid – *Information Only*~~

Upcoming Schedule

- Friday, October 11th – District 5 Tour at 8:00 a.m. at the Townhall in Sunrise Township
- Wednesday, December 4th – Truth in Taxation Hearing at 7:00 p.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

OPERATING BUDGET (AS AMENDED) VS ACTUAL

(EXCLUDES SALARIES AND BENEFITS)

AS OF 08/31/2024

67% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
GENERAL FUND					
Board of Commissioners	$ 208,024	$ 280,024	$ 214,629	77%	2024 AMC & MICA Dues
District Court	212,500	212,500	131,829	62%	
Law Library	*30,000*	*162,368*	*24,233*	*15%*	*Restricted*
					HUB Fees, 2024 AMC Dues
County Administrator	83,200	83,200	91,450	110%	Leadership Training
Auditor-Treasurer	28,065	28,065	11,549	41%	
Audit	110,000	110,000	14,956	14%	
Assessor	79,850	79,850	42,349	53%	
Enterprise Services	4,182,484	4,182,484	2,367,483	57%	
Central Services	110,750	110,750	49,807	45%	
Elections	116,500	277,904	95,596	34%	
					Contract Employee (offset in Salaries)
County Attorney	92,550	92,550	78,191	84%	Annual Contract Pymts
County Attorney Forfeiture	-	*34,998*	-	*0%*	*Restricted*
					2024 Title Examiner Fees
Recorder	17,950	17,950	12,233	68%	2024 MACO Fee
Recorder Compliance/Technology	*1,500*	*2,207,802*	*296,414*	*13%*	*Restricted*
Maintenance	1,008,089	1,008,089	679,296	67%	
Planning & Zoning	291,500	291,500	111,182	38%	
Wellness, Safety and Ergonomics	-	40,768	6,330	16%	
					2024 Gen Liab & Worker's Comp Ins
					Retiree Payouts:
General Government	1,287,695	1,362,382	1,095,804	80%	$177k Actual vs. $274k Budget
Contingency	100,000	225,630	8,800	4%	
Sheriff	930,521	930,521	570,534	61%	
Sheriff Forfeitures	-	*29,484*	*19,064*	*65%*	*Restricted*
Boat & Water	-	-	-	*0%*	*Restricted*
Sheriff's Reserve	-	*9,824*	*6,391*	*65%*	*Restricted*
Snowmobile Safety	-	-	-	*0%*	*Restricted*
Sheriff's Contingency	-	*6,253*	*6,283*	*100%*	*Restricted*
Gun Permits	-	*137,549*	*18,615*	*14%*	*Restricted*
Project Lifesaver	-	*5,986*	-	*0%*	*Restricted*
Public Safety Grants	*161,500*	*1,256,181*	*90,695*	*7%*	*Restricted*
Coroner	153,159	153,159	110,602	72%	Q1 - Q3 Allocation
County Jail	742,650	742,650	412,812	56%	
Jail Canteen	-	*181,516*	*67,392*	*37%*	*Restricted*
Probation & Parole	131,006	131,006	117,297	90%	
Emergency Management	33,374	33,374	34,200	102%	2024 CODERED
E-911	*162,000*	*630,248*	*11,880*	*2%*	*Restricted*

OPERATING BUDGET (AS AMENDED) VS ACTUAL

(EXCLUDES SALARIES AND BENEFITS)

AS OF 08/31/2024

67% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
Controlled Substances - Share of Fines	-	*298*	-	*0%*	*Restricted*
Historical Society	40,000	40,000	20,000	50%	
Regional Library	778,495	778,495	778,495	100%	2024 Allocation
Parks	137,000	137,000	74,476	54%	
County Agricultural Society	16,000	16,000	8,000	50%	
County Extension Services	141,200	141,200	70,043	50%	
Soil & Water	200,000	200,000	100,000	50%	
Water Quality Grant	*80,900*	*361,139*	*19,953*	*6%*	*Restricted*
Sewer Grants	-	*45,494*	*17,690*	*39%*	*Restricted*
Wetland Grant	*5,000*	*5,000*	*5,672*	*113%*	*Restricted - has offsetting revenue*
Watercraft Inspection	*86,100*	*211,661*	*8,214*	*4%*	*Restricted*
Economic Development	47,000	47,000	18,715	40%	
TOTAL GENERAL FUND	**$ 11,806,562**	**$ 17,039,852**	**$ 7,919,154**	**46%**	
ROAD AND BRIDGE FUND					
Surveyor	$ 5,050	$ 5,050	$ 3,364	67%	
Highway Administration	33,600	33,600	24,170	72%	Annual Subscription Payment
Highway Engineering	2,956,450	2,884,450	1,511,297	52%	
Highway Construction	12,940,000	14,240,000	10,624,822	75%	
Highway Maintenance	3,033,550	3,033,550	913,661	30%	
Equipment Maintenance/Shop	932,200	932,200	599,439	64%	
Traffic Operations	437,500	437,500	344,352	79%	
TOTAL ROAD AND BRIDGE FUND	**$ 20,338,350**	**$ 21,566,350**	**$ 14,021,105**	**65%**	
HEALTH AND HUMAN SERVICES					
Veterans Service	$ 37,150	$ 37,150	$ 21,533	58%	
Income Maintenance	792,045	1,145,889	598,815	52%	
Social Services	3,794,095	4,032,942	2,276,574	56%	
Public Health Nursing	332,030	332,030	222,349	67%	
Opioid Settlement	-	*618,129*	*8,900*	*1%*	*Restricted*
TOTAL HEALTH AND HUMAN SERVICES	**$ 4,955,320**	**$ 6,166,140**	**$ 3,128,171**	**51%**	
BUILDING FUND					
General Government	$ 83,602	$ 153,671	$ 83,602	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	
TOTAL BUILDING FUND	**$ 83,602**	**$ 170,671**	**$ 83,602**	**49%**	

OPERATING BUDGET (AS AMENDED) VS ACTUAL

(EXCLUDES SALARIES AND BENEFITS)

AS OF 08/31/2024

67% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
CAPITAL EQUIPMENT FUND					
Administration	$ 9,055	$ 76,873	$ 66,873	87%	
Armer Radio - Replacement	-	328,580	-	0%	
Auditor-Treasurer & Elections	65,500	160,911	1,750	1%	
Enterprise Servcies	587,800	1,012,608	577,583	57%	
HHS	-	80,000	29,670	37%	
Facilities/Maintenance	806,086	790,714	106,275	13%	
Other General Government *(Unallocated)*	-	79,083	-	0%	
Sheriff	548,617	771,391	617,499	80%	
Emergency Management	9,295	9,295	9,253	100%	
Highway	905,500	1,583,756	851,804	54%	
Environmental Services/Parks	361,500	361,500	72,864	20%	
TOTAL CAPITAL EQUIP FUND	**$ 3,293,353**	**$ 5,254,711**	**$ 2,333,571**	**44%**	
SOLID WASTE FUND					
Score Grant Fund	$ 271,900	$ 271,900	$ 77,523	29%	
HHW Operations	443,430	907,467	151,564	34%	
TOTAL SOLID WASTE FUND	**$ 715,330**	**$ 1,179,367**	**$ 229,087**	**19%**	
PARK ACQUISITION & IMPROVEMENT FUND					
Park Acq & Imp Fund	$ -	$ 337,456	$ 483,526	143%	Sunrise Prairie Trail Segment G (has matching Grant Revenue)
PARK ACQ & IMP FUND	**$ -**	**$ 337,456**	**$ 483,526**	**143%**	
LAKE IMPROVEMENT DISTRICT MAINTENANCE					
LID Maintenance	$ 196,000	$ 196,000	$ 71,450	36%	
TOTAL LAKE IMPV DIST MAINT	**$ 196,000**	**$ 196,000**	**$ 71,450**	**36%**	
DEBT SERVICE FUND					
Road Debt	$ 2,108,019	$ 2,108,019	$ 1,873,674	89%	Principal + Interest
HHS Debt	260,781	260,781	244,006	94%	Principal + Interest
Library Debt	474,075	474,075	436,695	92%	Principal + Interest
Jail Debt	1,057,731	1,057,731	992,480	94%	Principal + Interest
Business Park Bonds	244,440	244,440	226,640	93%	Principal + Interest
Capital Projects	628,684	628,684	629,689	100%	Principal + Interest
TOTAL DEBT SERVICE FUND	**$ 4,773,730**	**$ 4,773,730**	**$ 4,403,184**	**92%**	
TOTAL ALL FUNDS	**$ 46,162,247**	**$ 56,684,277**	**$ 32,672,850**	**58%**	

SALARIES AND WAGES

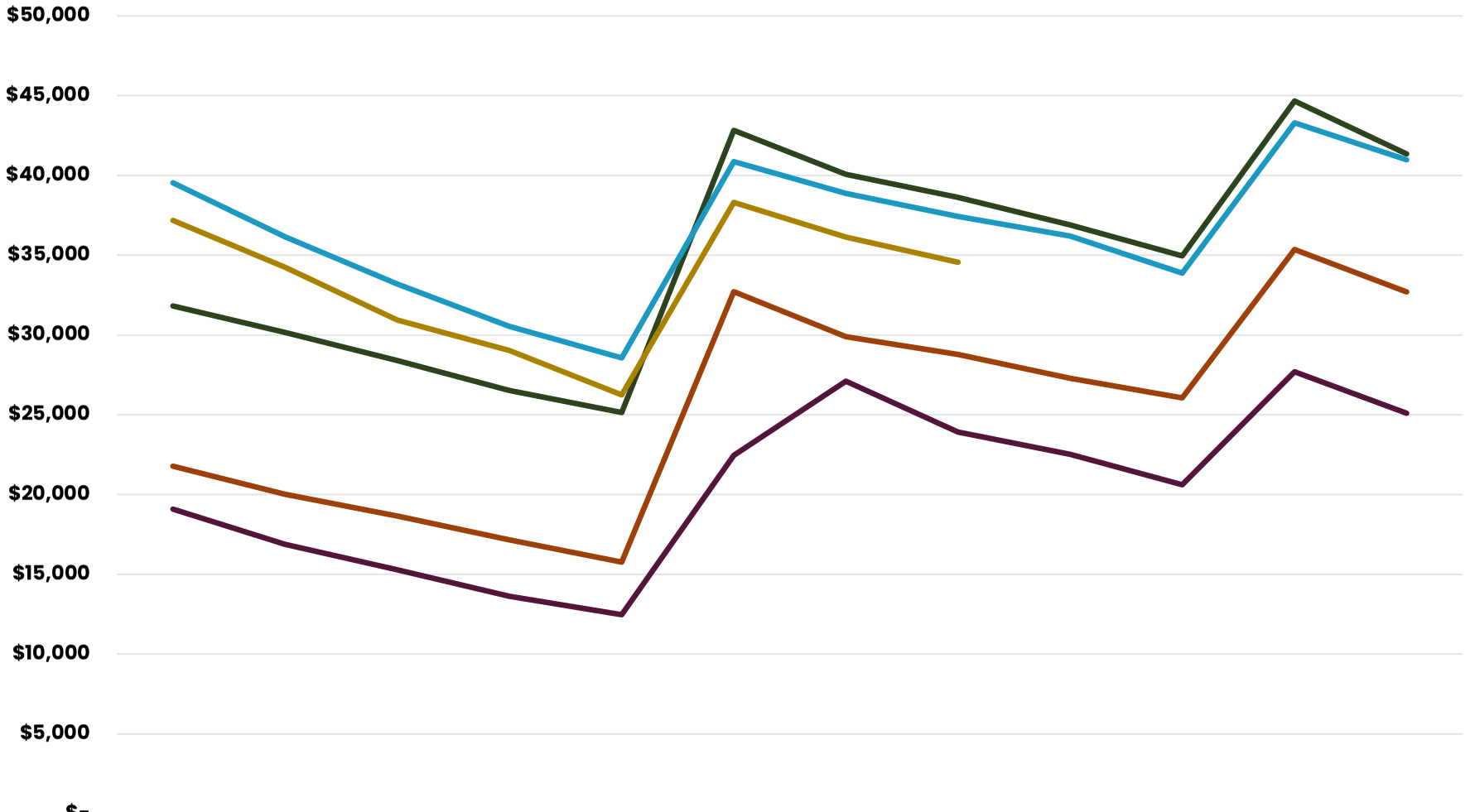
BUDGET VS ACTUAL

AS OF 08/31/2024

67% OF YEAR COMPLETE

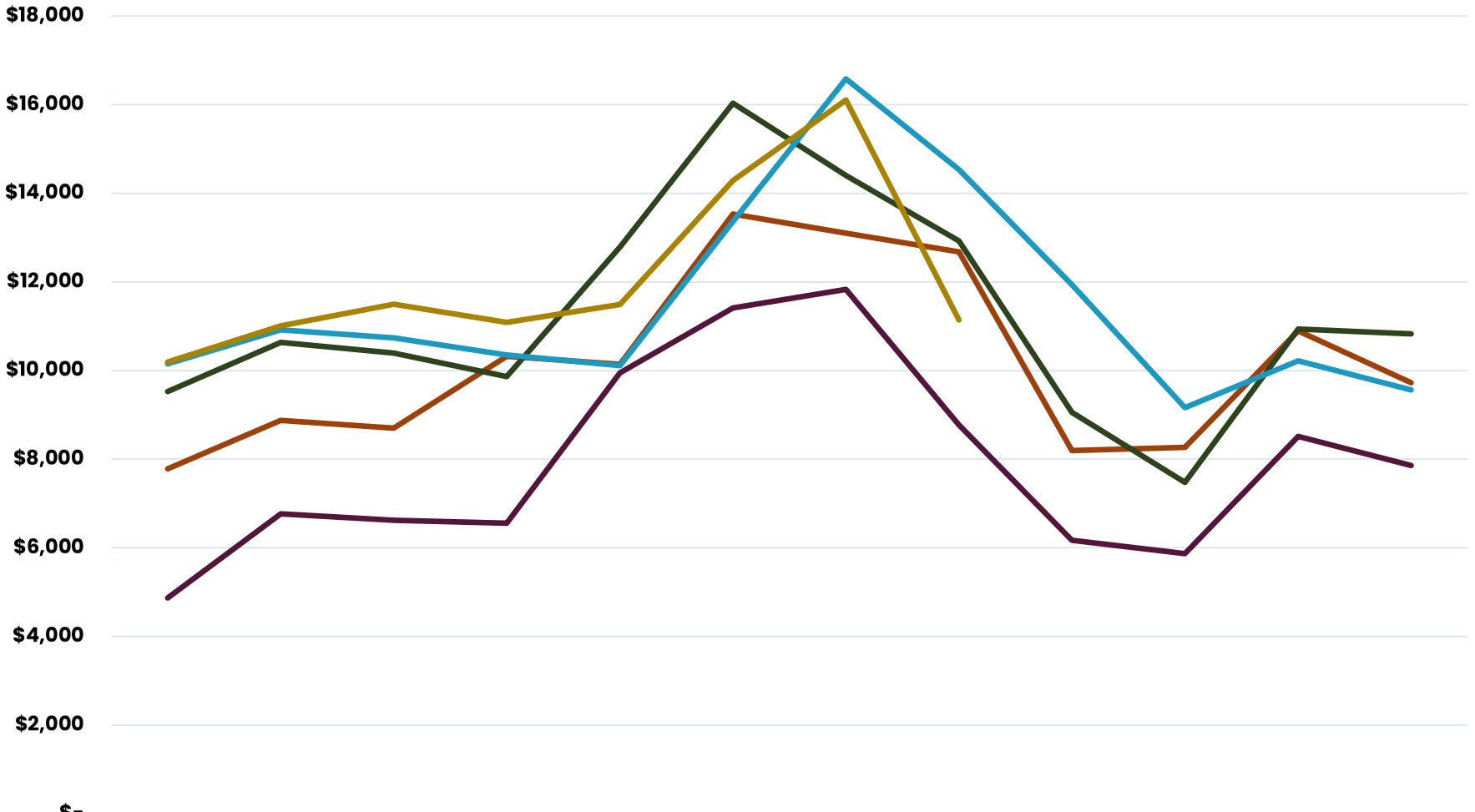
	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	$ 230,108	$ 168,452	73%
Law Library	10,514	4,162	40%
County Administrator	1,028,189	631,847	61%
Auditor-Treasurer	823,213	536,918	65%
Assessor	986,228	632,377	64%
Enterprise Services	2,153,925	1,425,843	66%
Elections	37,386	9,862	26%
County Attorney	2,832,540	1,649,940	58%
Recorder	346,477	203,653	59%
Maintenance	661,442	385,259	58%
Planning & Zoning	1,117,645	705,468	63%
Sheriff	7,297,256	4,819,033	66%
County Jail	4,324,033	2,737,435	63%
Probation & Parole	1,320,479	852,212	65%
Emergency Management	118,053	83,538	71%
Parks	465,220	270,665	58%
Water Quality Grant	118,293	91,318	77%
Wetland Grant	113,352	74,382	66%
Watercraft Inspection	229,223	96,895	42%
TOTAL GENERAL FUND	**$ 24,213,576**	**$ 15,379,259**	**64%**
ROAD AND BRIDGE FUND			
Surveyor	$ 168,442	$ 113,259	67%
Highway Administration	390,743	277,364	71%
Highway Engineering	1,069,593	682,199	64%
Highway Maintenance	1,961,065	1,232,188	63%
Equipment Maintenance/Shop	487,335	415,926	85%
Traffic Operations	209,075	145,173	69%
TOTAL ROAD AND BRIDGE FUND	**$ 4,286,253**	**$ 2,866,109**	**67%**
HEALTH AND HUMAN SERVICES			
Veterans Service	$ 220,212	$ 142,776	65%
Income Maintenance	3,110,312	2,047,962	66%
Social Services	7,423,133	4,847,133	65%
Public Health Nursing	1,888,620	1,061,825	56%
Opioid Settlement	-	12,911	0%
TOTAL HEALTH AND HUMAN SERVICES	**$ 12,642,277**	**$ 8,112,607**	**64%**
SOLID WASTE FUND			
Score Grant Fund	$ 61,067	$ 40,902	67%
HHW Operations	186,746	118,210	63%
TOTAL SOLID WASTE FUND	**$ 247,813**	**$ 159,112**	**64%**
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	$ 169,330	$ 118,545	70%
TOTAL LAKE IMPV DISTRICT MAINT	**$ 169,330**	**$ 118,545**	**70%**
TOTAL ALL FUNDS	**$ 41,559,249**	**$ 26,635,632**	**64%**

GENERAL FUND BALANCE BY MONTH 2020 - 2024



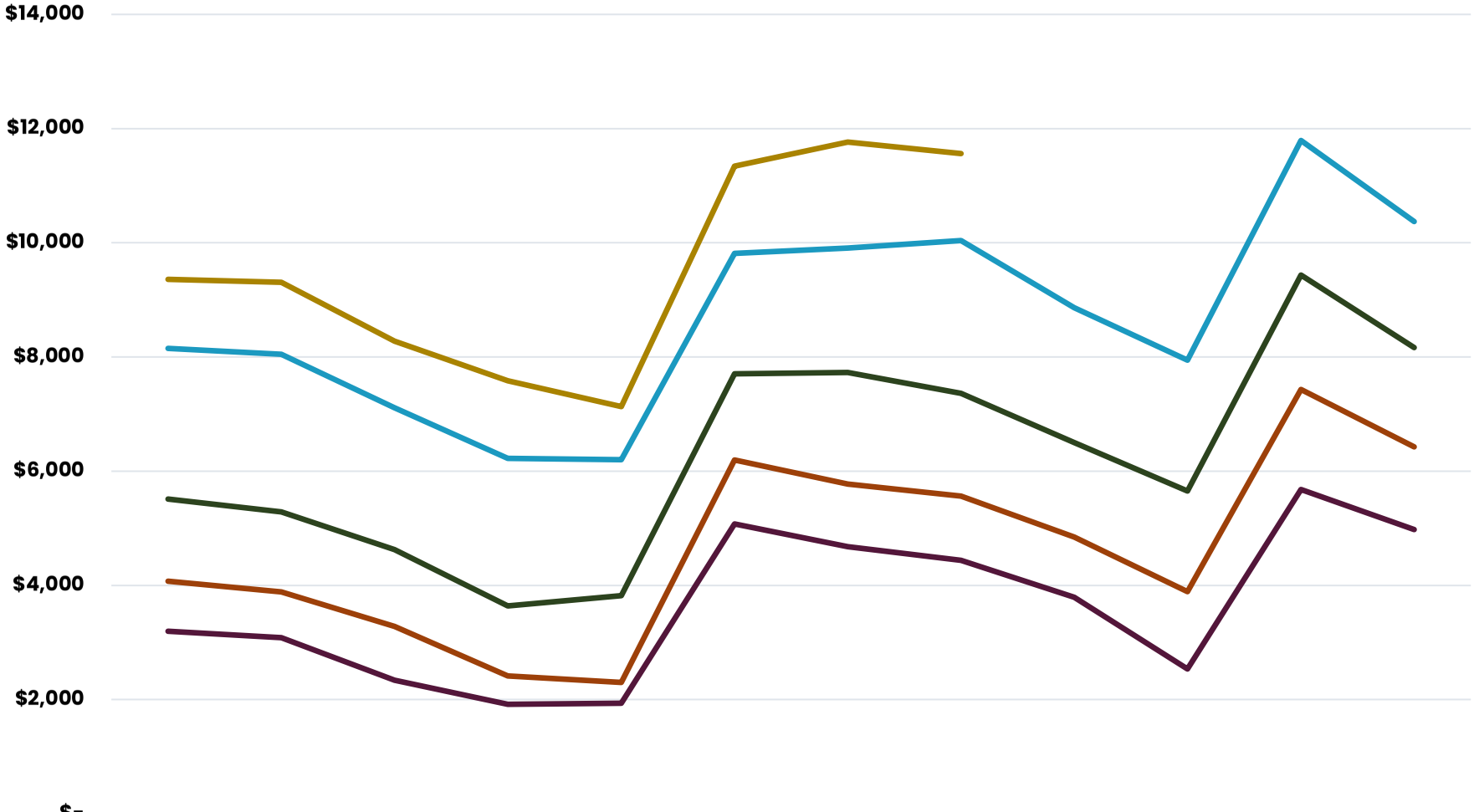
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$19,092	$16,873	$15,291	$13,634	$12,472	$22,462	$27,108	$23,919	$22,522	$20,619	$27,698	$25,101
2021	$21,774	$20,019	$18,660	$17,164	$15,767	$32,710	$29,891	$28,791	$27,296	$26,067	$35,360	$32,704
2022	$31,823	$30,169	$28,401	$26,522	$25,144	$42,821	$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	$40,988
2024	$37,178	$34,237	$30,936	$29,025	$26,248	$38,312	$36,141	$34,557				

ROAD & BRIDGE FUND BALANCE BY MONTH 2020 - 2024



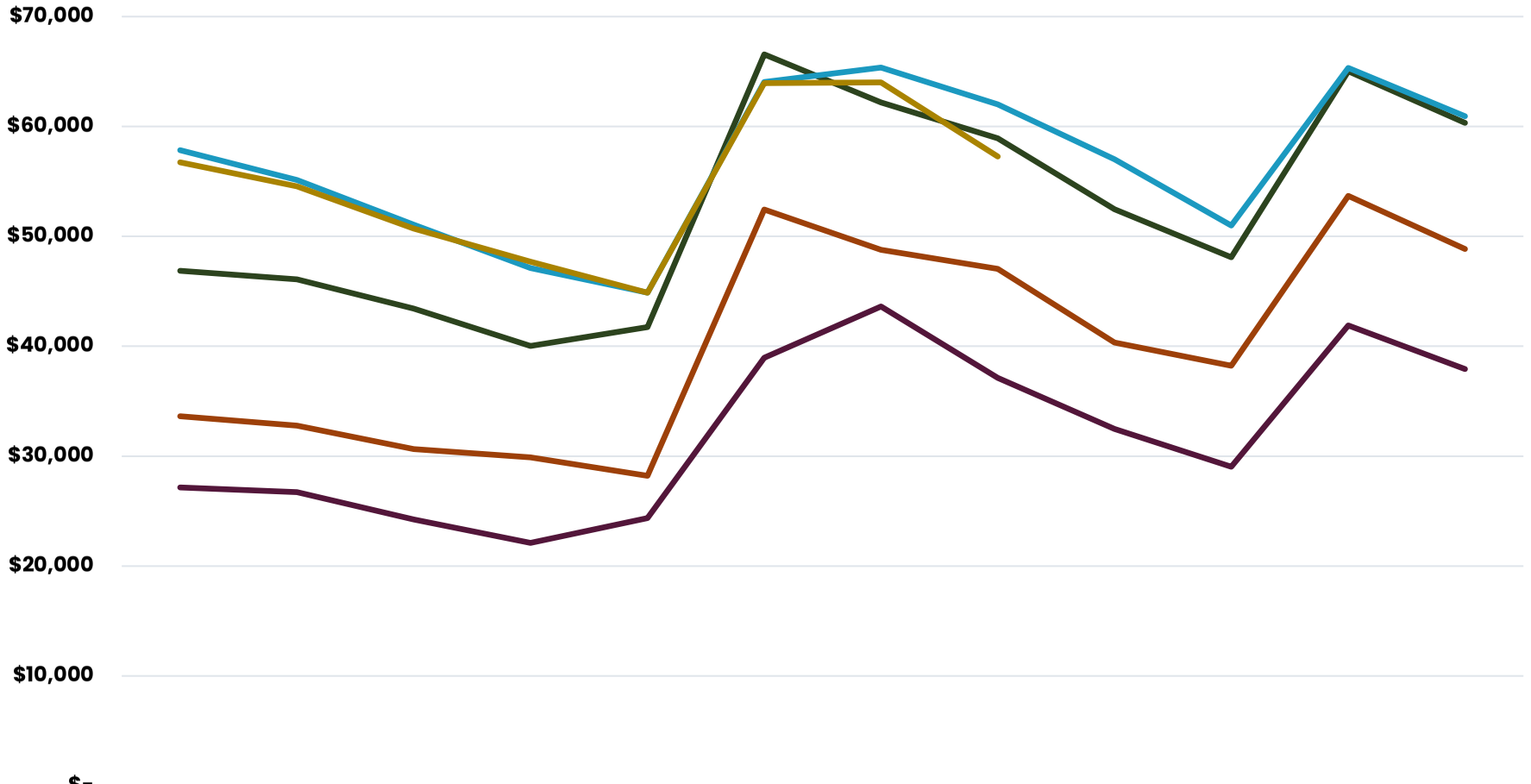
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$4,869	$6,770	$6,620	$6,554	$9,950	$11,412	$11,832	$8,774	$6,173	$5,868	$8,514	$7,856
2021	$7,783	$8,879	$8,703	$10,323	$10,144	$13,532	$13,100	$12,679	$8,196	$8,267	$10,892	$9,726
2022	$9,528	$10,634	$10,392	$9,864	$12,786	$16,033	$14,405	$12,924	$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	$9,565
2024	$10,193	$11,009	$11,497	$11,085	$11,491	$14,290	$16,106	$11,143				

HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2020 - 2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	$10,374
2024	$9,361	$9,308	$8,276	$7,585	$7,131	$11,344	$11,764	$11,564				

REVENUE, ROAD & BRIDGE AND HHS COMBINED FUND BALANCE BY MONTH 2020 - 2024



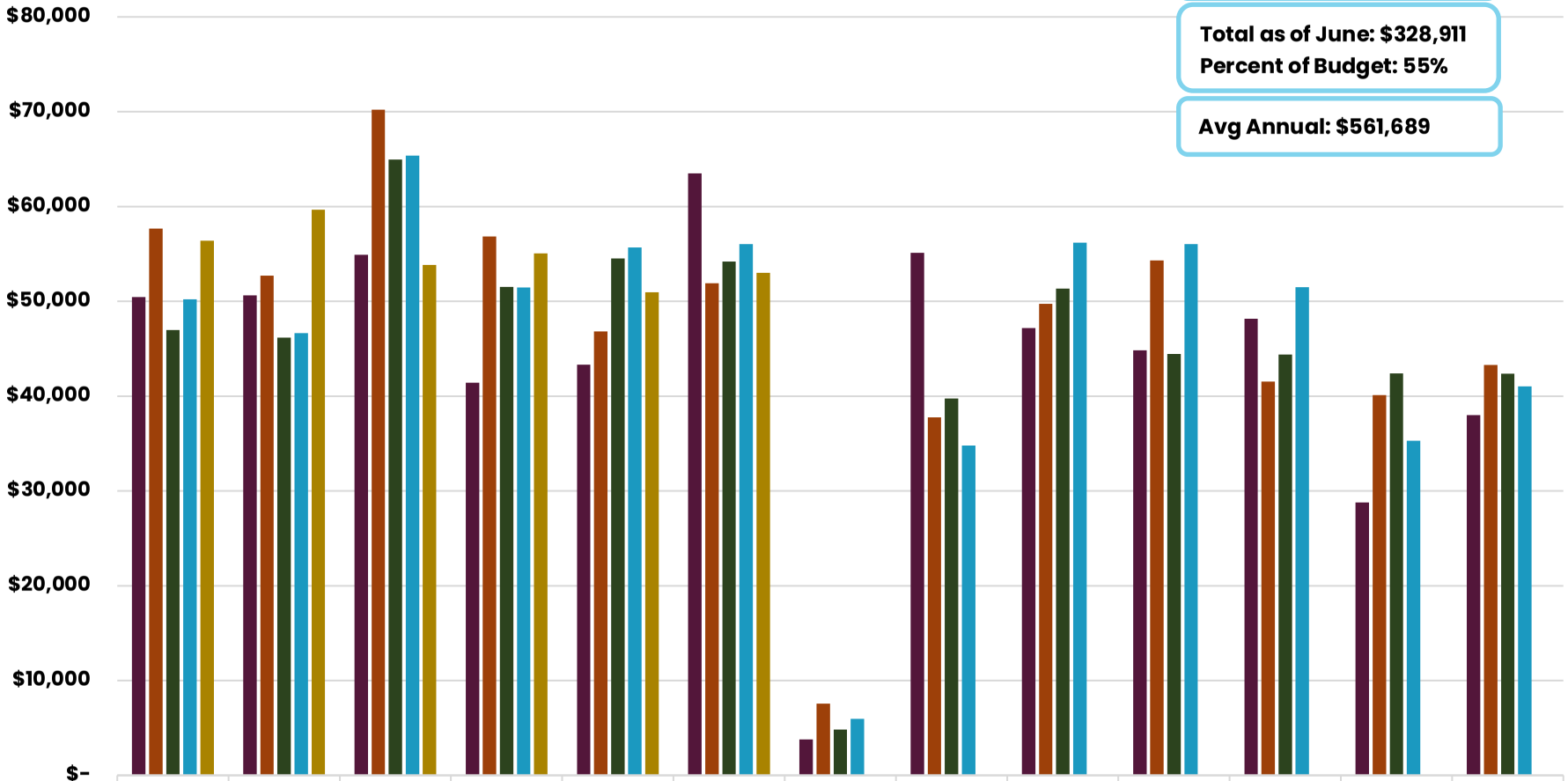
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$27,156	$26,725	$24,249	$22,105	$24,360	$38,949	$43,619	$37,130	$32,487	$29,024	$41,891	$37,934
2021	$33,628	$32,785	$30,646	$29,900	$28,211	$52,436	$48,767	$47,035	$40,338	$38,222	$53,683	$48,855
2022	$46,863	$46,089	$43,417	$40,026	$41,748	$66,560	$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	$60,927
2024	$56,732	$54,554	$50,709	$47,695	$44,870	$63,946	$64,011	$57,264				

June 2024 Wheelage Tax
50% of Year Complete

2024 Budget: $600,000

Total as of June: $328,911
Percent of Budget: 55%

Avg Annual: $561,689



	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2020	$50,464	$50,631	$54,917	$41,409	$43,328	$63,508	$3,796	$55,127	$47,193	$44,838	$48,169	$28,795	$37,984
2021	$57,676	$52,708	$70,214	$56,833	$46,821	$51,917	$7,560	$37,755	$49,733	$54,316	$41,540	$40,107	$43,298
2022	$46,984	$46,175	$64,941	$51,524	$54,525	$54,194	$4,820	$39,766	$51,328	$44,461	$44,395	$42,405	$42,376
2023	$50,214	$46,656	$65,362	$51,476	$55,686	$56,046	$5,955	$34,775	$56,178	$56,046	$51,483	$35,288	$41,040
2024	$56,392	$59,652	$53,847	$55,067	$50,942	$53,011							

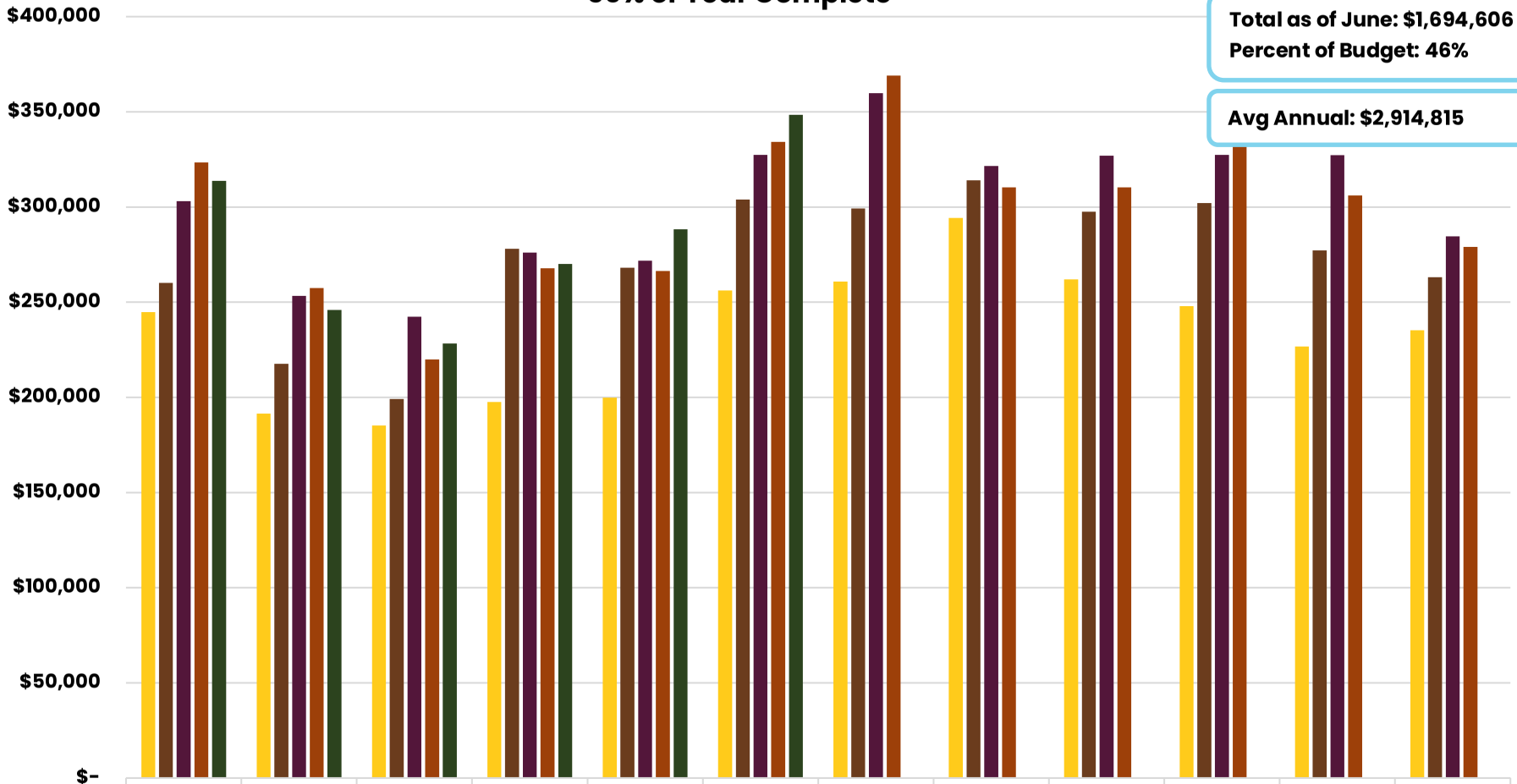
2020 2021 2022 2023 2024

June 2024 Sales Tax
50% of Year Complete

2024 Budget: $3,700,000

Total as of June: $1,694,606
Percent of Budget: 46%

Avg Annual: $2,914,815



	January	February	March	April	May	June	July	August	September	October	November	December
2020	$244,823	$191,388	$185,240	$197,582	$199,802	$256,120	$260,846	$294,225	$262,010	$247,843	$226,772	$235,296
2021	$260,107	$217,562	$199,108	$278,070	$268,127	$303,945	$299,223	$314,042	$297,542	$301,997	$277,139	$263,063
2022	$303,035	$253,275	$242,386	$276,025	$271,846	$327,383	$359,758	$321,598	$327,000	$327,347	$327,169	$284,561
2023	$323,438	$257,403	$219,827	$267,813	$266,348	$334,268	$369,019	$310,303	$310,305	$344,379	$306,054	$279,000
2024	$313,742	$245,851	$228,314	$270,042	$288,215	$348,443						

2020 2021 2022 2023 2024

2024 Capital Improvement Plan
Budget to Actual
As of September 6, 2024

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	**2023 ADD**	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	**ADM-0419**	2024 CIP BUDGET	25,000	(25,000)	-
SpyGlass Audit	**2024 ADD**	CARRYOVER	40,306	(40,306)	-
Government Center Scanner Disposal	**2024 ADD**	CARRYOVER	8,910	-	8,910
SpyGlass Technology Audit Inv #3	**2024 ADD**	CARRYOVER	24,808	-	24,808
Total 2024 CIP Budget			**99,024**	**(65,306)**	**33,718**
Total			**$ 110,591**	**$ (66,873)**	**$ 43,718**

AUDITOR-TREASURER & ELECTIONS

Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	**AUD-0139**	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			**95,411**	**-**	**95,411**
Election Equipment Replacement Fund	**AUD-0137**	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	**AUD-0139**	2024 CIP BUDGET	4,500	-	4,500
Safe	**AUD-0418**	2024 CIP BUDGET	2,000	(1,750)	250
Total 2024 CIP Budget			**65,500**	**(1,750)**	**63,750**
Grand Total			**$ 160,911**	**$ (1,750)**	**$ 159,161**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	**MNT-0055**	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	**MNT-0219**	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	**MNT-0267**	CARRYOVER	47,213	(6,900)	40,313
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	CARRYOVER	31,720	(31,720)	-
Total Carryover from 2023			**84,933**	**(38,620)**	**46,313**
Parking lot repairs at PSC	**MNT-0054**	2024 CIP BUDGET	20,000	(20,150)	(150)
Replace carpet in public hallways at Gov't Center (1989 side)	**MNT-0063**	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	**MNT-0071**	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	**MNT-0076**	2024 CIP BUDGET	10,000	-	10,000
Repair/Replace retaining wall around paring lot at Gov't Center	**MNT-0186**	2024 CIP BUDGET	111,000	-	111,000
Replace Leibert HVAC in data center at Gov't Center	**MNT-0187**	2024 CIP BUDGET	238,695	-	238,695
Replace alarm system in Gov't Center (1989 side & DES)	**MNT-0191**	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	**MNT-0193**	2024 CIP BUDGET	30,000	-	30,000
Updates to 3rd floor victim/witness waiting area	**MNT-0222**	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	**MNT-0393**	2024 CIP BUDGET	50,000	(47,505)	2,495
Window blinds for 3rd floor at Courhouse	**MNT-0396**	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	**MNT-0414**	2024 CIP BUDGET	65,000	-	65,000
Total 2024 CIP Budget			**705,781**	**(67,655)**	**638,126**
Grand Total			**$ 790,714**	**$ (106,275)**	**$ 684,439**

2024 Capital Improvement Plan
Budget to Actual
As of September 6, 2024

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	217,179	(106,585)	110,594
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			**229,651**	**(119,057)**	**110,594**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2024 CIP BUDGET	414,670	(385,928)	28,742
NOPTIC NV3 Night Vision	**CCSO-0367**	2024 CIP BUDGET	8,000	(7,575)	425
Drone	**CCSO-0368**	2024 CIP BUDGET	20,075	(20,075)	-
Patrol Supressors	**CCSO-0369**	2024 CIP BUDGET	12,750	(12,090)	660
Less Lethal - Pepperball	**CCSO-0374**	2024 CIP BUDGET	5,172	(5,210)	(38)
SWAT Helmets	**CCSO-0379**	2024 CIP BUDGET	8,250	(8,250)	-
Ballistic bunker replacements	**CCSO-0416**	2024 CIP BUDGET	72,000	(71,221)	779
SWAT rifle plate replacement	**CCSO-0417**	2024 CIP BUDGET	7,700	(8,140)	(440)
Total 2024 CIP Budget			**548,617**	**(518,489)**	**30,128**
Grand Total			**$ 778,268**	**$ (625,074)**	**$ 140,722**

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	**ENVS-0121**	2024 CIP BUDGET	175,000	(54,267)	120,733
3/4 ton truck replacement	**ENVS-0123**	2024 CIP BUDGET	60,000	(43,765)	16,235
Swedish Immigrant Regional Trail land acquisition	**ENVS-0129**	2024 CIP BUDGET	50,000	-	50,000
Checkerboard Park swing replacement	**ENVS-0376**	2024 CIP BUDGET	16,000	(5,152)	10,848
Sunrise Prairie Trail benches	**ENVS-0381**	2024 CIP BUDGET	25,000	(24,393)	607
Millermatic 252 wire feed welder	**ENVS-0382**	2024 CIP BUDGET	5,500	(4,299)	1,201
Ki Chi Saga shelter picnic tables	**ENVS-0383**	2024 CIP BUDGET	10,000	(9,754)	246
Trash and recycling containers for park shelters	**ENVS-0384**	2024 CIP BUDGET	20,000	(19,822)	178
Total 2024 CIP Budget			**$ 361,500**	**$ (161,452)**	**$ 200,048**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	**N/A**	REVENUE	108,150	(5,043)	103,107
Hydrant Replacement	**N/A**	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	**PWKS-0168**	CARRYOVER	60,000	(49,065)	10,935
1-Ton Tipper Truck	**PWKS-0206**	CARRYOVER	76,563	-	76,563
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	(76,335)	3,665
Fuel Island Repairs	**PWKS-0233**	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			**702,056**	**(130,443)**	**571,613**
1-ton Work Truck	**PWKS-0167**	2024 CIP BUDGET	75,000	(52,531)	22,469
Traffic Counters	**PWKS-0400**	2024 CIP BUDGET	20,000	(16,138)	3,862
Thermoplastic Heaters	**PWKS-0401**	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	**PWKS-0402**	2024 CIP BUDGET	300,000	(284,404)	15,596
Snowblower for Loader	**PWKS-0403**	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	**PWKS-0404**	2024 CIP BUDGET	30,000	(24,629)	5,371
272D Skid Steer	**PWKS-0405**	2024 CIP BUDGET	85,000	(83,225)	1,775
299D Skid Steer	**PWKS-0406**	2024 CIP BUDGET	111,000	(111,000)	-
Chainsaws	**PWKS-0407**	2024 CIP BUDGET	8,000	(2,916)	5,084
Weedwhips	**PWKS-0408**	2024 CIP BUDGET	6,500	(10,350)	(3,850)
1-ton Work Truck	**PWKS-0409**	2024 CIP BUDGET	100,000	-	100,000
Crash Attenuator Trailers	**PWKS-0410**	2024 CIP BUDGET	65,000	(62,900)	2,100
Additional CIP funding for Approved Equipment	**PWKS-0411**	2024 CIP BUDGET	30,000	(1,768)	28,232
Total 2023 CIP Budget			**905,500**	**(721,361)**	**184,139**
Grand Total			**$ 1,607,556**	**$ (851,804)**	**$ 755,752**

2024 Capital Improvement Plan
Budget to Actual
As of September 6, 2024

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	**N/A**	CARRYOVER	45,864	-	45,864
Relocate the Wyoming Emergency Paging Tower	**ENTS-083**	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	**ENTS-0088**	CARRYOVER	165,000	(84,782)	80,218
Replace network cores at ECC, No parts available	**ENTS-0099**	CARRYOVER	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	**ENTS-0103**	CARRYOVER	60,000	(25,232)	34,768
Total Carryover from 2023			**391,834**	**(130,984)**	**260,850**
Replace primary UPS units #1 and #2 in Courthouse Data Center, Courthouse 2nd floor data room, and North Branch Data Center due to age and unavailibility of replacement parts (added ENTS-0372 and ENTS-0395 in April 2024)	**ENTS-0371**	2024 CIP BUDGET	197,200	(169,440)	27,760
2024 Small Equipment Replacement	**ENTS-0385**	2024 CIP BUDGET	255,200	(190,434)	64,766
Cyber Security - Policies	**ENTS-0390**	2024 CIP BUDGET	50,000	(8,056)	41,944
2024 Small Equipment New Requests	**ENTS-0391**	2024 CIP BUDGET	36,900	(17,878)	19,022
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	**ENTS-0397**	2024 CIP BUDGET	59,753	(59,753)	-
6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	**ENTS-0415**	2024 CIP BUDGET	18,500	(17,232)	1,268
IT Equipment for Probation new hires	**2024 ADD**	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			**620,774**	**(466,014)**	**154,760**
Grand Total			**$ 1,012,608**	**$ (596,998)**	**$ 415,610**

HHS

Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	**HHS-0195**	CARRYOVER	40,000	(29,670)	10,330
HHS Interview Rooms	**HHS-0196**	CARRYOVER	40,000	-	40,000
Total			**$ 80,000**	**$ (29,670)**	**$ 50,330**

EMERGENCY MANAGEMENT

Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	**EMGT-0386**	2024 CIP BUDGET	9,295	(9,253)	42
Total			**$ 9,295**	**$ (9,253)**	**$ 42**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
Auction Proceeds - 2009 Chevy Colorado	6/26/2024	ZONING	1,900		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
From MNT-0186	07/10/24 B&F Mtg	FACILITY MAINTENANCE	139,000		
Additional Liebert HVAC funding	07/10/24 B&F Mtg	to MNT-0187	(38,695)		
Additional funding for cyber security	07/10/24 B&F Mtg	to ENTS-0397	(29,753)		
Additional funding for ARMER testing	07/10/24 B&F Mtg	TO TECHNOLOGY	(8,064)		
SpyGlass Audit	8/7/24 Board Mtg	TO ADMINISTRATION	(40,306)		
Government Center Scanner Disposal	9/4/24 Board Mtg	TO ADMINISTRATION	(8,910)		
SpyGlass Technology Audit Inv #3	9/4/24 Board Mtg	TO ADMINISTRATION	(24,808)		
Total			**$ 47,265**	**$ -**	**$ 47,265**

ARMER	**$ 328,580**	9,450	**$ 338,030**
TOTAL ALL DEPARTMENTS	**$ 5,287,288**	**$ (2,449,149)**	**$ 2,954,174**

ARPA
Budget to Actual
As of September 6, 2024

ADMINISTRATION

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Management Training - 2024	$ 10,000	$ -	$ (10,000)	12/31/2024	$ -
2023 ADD	Legal Counsel	15,000	-	(15,000)	As Needed	-
2024 ADD	ICS - Capital Building Planning Prof Svcs	23,005	(15,970)	(7,035)	Invoice Pending	-
2024 ADD	Update Flags and Seals to MN State Flag	45,000	(1,759)	(43,241)	9/30/2024	-
2024 ADD	ECRLB Camera Upgrages - remaining libraries	27,230	-	(27,230)	Fall 2024	-
2024 ADD	Employee Recognition	10,000	-	(10,000)	September 2024	-
2024 ADD	Strategic Planning	5,000	-	(5,000)		-
2024 ADD	Soil & Water Grant - Office Remodel	25,000	-	(25,000)	September 2024	-
2024 ADD	SpyGlass Technology Audit Inv #3	41,981	-	(41,981)	Payment Pending	-
		$ 202,216	**$ (17,729)**	**$ (184,487)**		**$ -**

ATTORNEY

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	$ 108,018	$ (63,384)	$ (44,634)	Under Contract	$ -
2023 ADD	LENS Update	40,600	-	(40,600)	9/30/2024	-
2023 ADD	AXON Justice Program	47,172	(32,172)	(15,000)	12/31/2024	-
		$ 195,790	**$ (95,556)**	**$ (100,234)**		**$ -**

AUDITOR-TREASURER

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	$ 30,000	$ -	$ (30,000)	12/31/2024	$ -
2024 ADD	OpenGov - Workforce Module & Setup	35,740	-	(35,740)	Fall 2024	-
		$ 65,740	**$ -**	**$ (65,740)**		**$ -**

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ (10,550)**	**$ (49,450)**	12/31/2024	**$ -**

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	$ 1,966,546	$ (1,186,178)	$ (780,368)	Ongoing	$ -
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	Planning Stages	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	(56,708)	(43,292)	9/30/2024	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	(88,823)	(10,826)	Final Invoice Pending	-
2024 ADD	VPN Service - Sheriff Squads	26,000	(14,000)	(12,000)	12/31/2024	-
		$ 2,252,195	**$ (1,345,709)**	**$ (906,486)**		**$ -**

ARPA
Budget to Actual
As of September 6, 2024

ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0240 ENVS	Chisago County Mountain Bike Course	$ 167,355	$ (164,802)	$ (2,553)	Final Invoice Pending	$ -
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	211,500	(114,767)	(96,733)	Fall 2024	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(127,516)	(122,484)	$135k to be spent in 2024 Agreements signed by 12/31/2024 for remainder	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(9,795)	(111,405)	2024/2025 (with signed agreement)	-
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	(14,073)	(11,440)	8/1/2024	-
2023 ADD	Ki Chi Saga Septic System	21,000	(19,589)	(1,411)	8/1/2024	-
2023 ADD	Planning Code Review	14,000	-	(14,000)	12/31/2024	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	2024/2025 (with signed contract)	-
		$ 1,091,568	**$ (450,542)**	**$ (641,026)**		**$ -**

LID

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Channel and Weir Project	**$ 175,000**	**$ (36,234)**	**$ (138,766)**	**FALL 2024**	**$ -**

MAINTENANCE

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Concrete Repairs	$ 54,300	$ (10,100)	$ (44,200)	9/30/2024	$ -
2024 ADD	Office security changes for Admin (overages)	15,352	(4,259)	(11,093)	FALL 2024	-
2024 ADD	Hwy & CCSO Building Study	30,000	-	(30,000)	Planning Stages	-
2024 ADD	Baggage and Body Scanner - Gov't Center	35,715	-	(35,715)	Payment Pending	-
2024 ADD	Replace carpet - Assessor & Probation	29,615	-	(29,615)	FALL 2024	-
		$ 164,982	**$ (14,359)**	**$ (150,623)**		**$ -**

SHERIFF'S OFFICE

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Recruitment Program	$ 55,000	$ (45,500)	$ (9,500)	12/31/2024	$ -
2023 ADD	School Safety	40,000	-	(40,000)	Fall 2024	-
2024 ADD	Stacy Squads (2)	170,856	(123,311)	(47,545)	9/30/2024	-
2024 ADD	TZD Squad & Accessories	97,500	(47,238)	(50,262)	9/30/2024	-
2024 ADD	K-9 Program -2 ($28,400) + Overtime ($7,800)	36,200	(28,400)	(7,800)	Fall 2024	-
2024 ADD	Storage Container and shelving	5,875	-	(5,875)	Fall 2024	-
2024 ADD	ARMER Replacement Fee	40,950		(40,950)	Payment Pending	
		$ 446,381	**$ (244,449)**	**$ (201,932)**		**$ -**

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Allocated	Amount Remaining
	TOTALS	**$ 10,989,807**	**$ (8,551,063)**	**$ (2,438,744)**	**$ 0**

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
Contracted Workforce Analyst	NEW Grant Funded (unknown status)
MCH Nurse 1.0 Public Health	Replacement – Reposted, declined offers; ON HOLD
Community Health Services Lead (contract)	Replacement – reposted multiple times; ON HOLD
Community Health Worker	NEW under COVID-19 Vaccine Grant – posted 8/30/2023 – ON HOLD
MCH Nurse Team Lead – Public Health	Replacement – ON HOLD
Dispatcher	1 FT Vacancy as of August 2024
Patrol	1 vacancy
CSO	1 Vacancy – post in summer 2024
Family Services Aide	1 vacancy – pending
Victim Witness Secretary – County Attorney's Office	1 vacancy – pending
Assessor Manager	1 vacancy – posted until August 28
Deputy Sheriff – Bailiff	Job posted until August 27
Administrative Assistant/Jail Accountant	Job posted until August 28 – retirement

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

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2025 Budget and Levy Continued Discussions

September 11th, 2024

On April 17th 2024, Chisago County Board of Commissioners approved the proposed 2025 Budget Process Schedule.

On August 21st and August 28th, the Chisago County Departments presented their proposed 2025 Budgets to the Budget and Finance Committee.

The Board must adopt the preliminary 2025 budget and levy by the end of September 2024 (pursuant to MN Stat. 275.065). By adopting the preliminary budget in September, the Board has time to incorporate any adjustments to the budget which result in a reduction to the preliminary budget or levy.

The County Board has set the Truth in Taxation Hearing for December 4th, 2024. At the TNT Hearing, the County Administrator presents the proposed 2025 budget and levy to the public and the Board of Commissioners. The FINAL 2025 Budget and Levy must be adopted by December 25th, 2024 (pursuant to MN Stat. 275.07).

Attachment(s):

- 2025 Department Budget Proposals

2025 Capital Improvement Plan – Prioritization
September 11th, 2024

Public Works:

2025 CIP - Public Works					
Project	Priority	Requested	Equipment	Comments	
PWKS-0226	1	$330,000	2 Tandem Snow Plow Trucks	This is the payment for the box, plows, etc. to replace Units 336 & 338. Chassis were order in 2024 CIP	
PWKS-0175	2	$365,000	Tandem Snow Plow Truck	Full truck replacement for Unit 337	
PWKS-0434	3	$45,000	Tire Machine	Replaces the 15 year old machine	
PWKS-0431	4	$60,000	Survey Equipment	Replacement equipment for aged contruction survey equipment	
PWKS-0170	5	$60,000	Patchwagon	Replaces Unit 318	
PWKS-0429	6	$195,000	Ditch Mower	Replaces Unit 350	
PWKS-0230	7	$40,000	Changeable Message Signs	New addition	
PWKS-0228	8	$25,000	Skidsteer Trailer	New addition	
PWKS-0432	9	$4,000	Walk Behind Saw	Current saw has problems running and is not reliable	
PWKS-0176	10	$365,000	Tandem Snow Plow Truck	Full truck replacement for Unit 366	
		$1,489,000			

Public Works Tandem Inventory						
Unit #	Year	Make	Mileage	Shop Location	Planned Year for Replacement	Notes
331	2006	Sterling	250892	Spare	Truck replaced, only used as spare	
332	2006	Sterling	169323	Spare	Truck replaced, only used as spare	
336	2007	Mack	178382	Harris	On order	
337	2007	Mack	218256	Harris	2025	Sterling takes priority on replacment, most parts are no longer available.
338	2007	Sterling	165646	Center City	On order	Truck was replaced and then put back in service due to the sale of one grader.
366	2013	Mack	168962	Center City	2025/2026	
367	2013	Mack	119490	Harris	2025/2026	
371	2015	Mack	114734	Center City	2027	
379	2016	Volvo	74012	Center City	2029	
394	2020	Mack	43351	Harris	2032	
395	2020	Mack	36808	Center City	2032	
396	2020	Mack	36979	Harris	2032	
397	2020	Mack	37803	Center City	2032	
411	2022	Mack	25101	Harris	2034	
412	2022	Mack	21322	Center City	2034	
414	2022	Mack	23908	Harris	2034	
416	2023	Mack	12007	Center City	2035	

Auditor – Treasurer:

Election equipment - $154k set aside through 2024, with an additional $118k planned for 2025 & 2026.

We started a replacement fund in anticipation that our equipment will need to be replaced or upgraded within the next few years. These funds are also used if additional precincts are created or if additional equipment is needed in a precinct because of growth. We felt it was better to budget smaller amounts over a longer period than request a large sum in one year.

Enterprise Services:

CIP Number	Description	Cost	Priority	Notes
ENTS-0420	2025 Small Equipment Replacement	$ 239,300	1	Need at least $175,000.00 rest can be pushed to 2026
ENTS-0422	Replace Core Network Equipment - County UCS Servers	$ 940,000	1	Need at least $600,000.00 rest can be pushed to 2026
ENTS-0424	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	$ 19,700	3	End user request, not impacting entire county network
ENTS-0426	2025 Small Equipment New Requests	$ 11,018	3	End user request, not impacting entire county network
ENTS-0427	Replace 911 Server- Nice Audio Recorder	$ 45,000	1	Could be funded out of public safety funds
ENTS-0446	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	$ 30,000	1	Only other option is to replace the AS-400 which has a higher cost
ENTS-0447	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	$ 25,000	2	If these fail critical network devices will shut down.
ENTS-0448	Core Network Upgrade - Replace Cisco OTV with VXLAN	$ 105,000	1	Required upgrade to routing protocol.
ENTS-0458	Cameras for Parks - Checkerboard Shop/Park , Ki Chi Saga	$ 25,000	3	End user request, not impacting entire county network

Small equipment replacement – listed twice for a total of $250,318 One line is for replacement for old existing end user equipment for $239,300.00, the other line is END user departments NEW requests for $11,018.00

Core Network Equip UCS servers - $940k - provide more details on old equipment and risk assessment. Can this be staged more evenly over next 4 yrs with support through 2028? What is expected life of replacement equipment? It is divided out over multiple years, we could reduce the 2025 request to $600,000.00 and move $340,000.00 to 2026. System is end of life and end of support in October 2028.

Core network Equipment – county SANS – more details? Risk of not replacing in 2026? End of life and end of support for SANS December of 2026, this has to be all replaced before that date. Firewalls are end of support January 2027, Federal law does not allow us to use hardware of software that is not supported.

Camera system - $19,700 – Place where and annual costs to maintain? Is this the Courts upgrades? Parks is $25,000.00 for Ki-chi-saga and Checker Board county parks

Agency collection & social welfare systems – please explain further Admin and HHS use these systems the existing AS-400 is end of support January of 2026. It is less expensive to upgrade to new software that does not require an AS-400

Transfer switches – details on life/hours/etc of current equipment and expected return on new. Existing equipment is no longer be supported as there are no software updates these have connections to the network and have to be kept current.

Core network upgrade – more details – age/life expectancy, risk, etc This is required for the network routing protocols as required by new security laws, this may have to be done in 2024 based on the outcomes of the FBI BCA audit being done now.

911 server – nice audio recorder – public safety funds? Yes this can be done out of public safety funds the end of life is 1-12-2027, this system takes time to complete.

Generators – more details on the life of equipment and options to preserve vs replace. Risk assessment of not replacing in 2026? Business have generators for generations when properly maintained. These generators have been maintained as they should be, they are very old if they fail the site goes down which will cause outages for Fire departments and weather alerting as well as communications issues for public safety.

Sheriff's Office:

AMOR camera's – does this come with expensive annual fees – do we need more?

- These are stand alone systems with no annual fees, memberships, or reoccurring costs (beside maintenance/repair if damaged during a callout)
- The submitted CIP request does include camera systems for both armored vehicles. No addition camera systems would be needed.

Environmental Services:

2025 CIP-Environmental Services/Parks

Project	Priority	Requested	Project Name	Project Description	Project Use
ENVS-0441	1	$30,000	SIRT-Wetland Delineation and Enviromental	Swedish Immigrant Regional Trail-Segment D & E	Non-Eligable for Grant Reimbursement
ENVS-0442	1	$30,000	SIRT-Wetland Mitigation Land Credit	Purchase wetland credits for SIRT-Segment D	Non-Eligable for Grant Reimbursement
ENVS-0120	2	$55,000	2002 3/4 Ton Truck Replacement	Replace truck Unit #802, 2002 Ford F350, Asset tag #-52311	4 door truck extend cab for mowing crews
ENVS-0438	2	$4,500	DR Mower	Walk behind mower (30-inch deck)	Mow edges of MTN BikeTrail (6.4 Miles) and other parks/trails
ENVS-0132	3	$15,700	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower (Replace Unit #987)	Trail and Parks Mowing
ENVS-0218	3	$15,700	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower-(Replace Unit #991)	Trail and Parks Mowing
ENVS-0444	4	$45,000	Insulate new parks building	Insulate and prepare heat for new building	Lack of space for equipment repairs, projects, restroom, and breakroom
ENVS-0380	4	$50,000	County Parks Entrance Signage	Parks Entry Sign Replacements	Orignal wood signs from when parks were built, plus new branding
ENVS-0436	5	$10,500	Snowblower	Skid Steer Attachment	Snow Removal-Clearing on Regional Trails
ENVS-0440	6	$10,500	V-Plow for Parks Truck	Snowplow for the 2024 one-ton pickup truck	Snow removal in Trailheads and Parking Lots
ENVS-0439	7	$18,000	Kayak Dock Ramps	Dock Launch for ADA accesability	2- Kayak dock ramps to be placed at Fish Lake and Kost Dam Parks
ENVS-0120	8	$36,000	Fecon Unit (Forestry Drum Mulcher)	Skid Steer Attachment	Tree/ brush clearing operations (Envasive Species and new hiking trails)
ENVS-0437	9	$5,000	Grapple	Skid Steer Attachment	Lifting of Logs and heavy debree along trails and parks
ENVS-0443	10	$54,000	Re-tin-Park Building Structures	Parks Maintenance Shop-2 Pole Buildings	2 of the existing building structures are worn and starting to leak
		$ 379,900.00			
ENVS-0130	1	$200,000	6.5% County Grant Match- Engeering and Construction of approximate 2.5 mile segment of trail to connect with Center City and replace/repave old section of trail to Shafer		
		$ 579,900.00			

Truck replacement – didn't we do one this year or recently? Correct, we recently purchased a 1-ton truck to replace a 2008 Chevy that was recycled from the Public Works. The Parks Department currently has the oldest vehicle fleet in the county. Most of the older vehicles have very high mileage and rusting. Please keep in mind that both of these replaced vehicles will be on public auction, and we are hopeful for good resale.

Swedish Immigrant Trail – I recall past discussions to use fund balance
We have committed via grant request to this match. It could be split over 2 years and could be paid in various ways. It's identified in the CIP as a place holder for the funding commitment.

Mowers – I'd expect more life of these mowers than 5 yrs…$19k seems spendy
Agreed. The original notation on this CIP request is not clear enough. The mowers being replaced are 10 years old (not 5). The general plan is to have a rotational replacement of part of the mower fleet every 5 years but the units being replaced will always be the oldest units. In total we have 5 general use mowers in the parks department inventory. The quoted price per-unit has now been updated to $15,700 from Lindstrom Wheelhorse. These are Commercial Toro Mowers which offer a 5-year warranty. In the past they have gave us a discounted price per unit, that is still unclear if they will continue to offer that great discounted service.

County Park Entrance Signs – more details, examples of the changes requested. Type of signs can vary in price depending upon materials, quality of product and size. For instance, Dennis Frandsen and Ki Chi Saga Parks are very large and will have a higher price. We are also looking to purchase and install maintenance free signs that don't require yearly painting or staining. Each of our parks has very old / original entry signage in need of replacement and re-branding.

Fecon unit – $36k seems so expensive – more than a new skid steer? We received two separate quotes for the Forestry Drum Mower or Fecon, both were right around $36,000. Last year we received a free skid steer from the Hwy Department, if we had to purchase new would be around 100-110k. Currently the only have one skid steer attachment, which is bucket.

Grapple – what do they use now?
We currently do not have mechanical assist equipment such as this. With large tree removals and other brush and clean-up activities it is manual labor or hired out to a tree contractor.

DR mower – what do they use now?

This is specifically needed in support of the mowing the edges of the mountain bike course. We have most recently tried to use push mowers with elevated decks, and it is very inefficient and damaging to the push mowers. We will also use this DR mower along numerous hiking trails that frequently get over grown by brush.

Snowplow– current equipment used and why needed now. Currently we have 2 full-time maintenance personnel. This extra snowplow would allow us to spend less time snow plowing during storm events on trailheads and parking lots, so we can transition quicker to other high priorities like snow blowing regional trails, grooming 10-miles of cross-country trails, and grooming 3.2-miles for fat-tire bikes on the mountain bike course.

Pole buildings – we recently funded a new cold storage building to house expensive equipment for Parks. I don't recall hearing about existing buildings that were aging or needed repairs. Please provide full list of all facilities, locations and conditions. Currently we have 3 parks buildings, 2 of which were constructed in 1992 and 1996. All of the parks buildings (3) are located at the parks maintenance "shop" next to Checkerboard Park – 39084 Keystone Avenue, North Branch (NW corner of Hwy. 95 and Keystone Avenue). Over the past 30 years the parks department has not had any renovations to these 2 parks maintenance buildings. These two older structures are starting to leak, mainly because of the construction practices and materials used in the early nineties, where they used nails instead of screws to secure metal to the wood frame structure. The 1992 building is heated but is extremely small with tiny restroom in the utility room closet and no space for table for lunch or breaks or meetings. Basically, we have enough heated garage style space to park 2 vehicles, and no room to move around or conduct any short of projects in long winter months.

Quoted Price for each;
32x48x10 re tin walls/ roof $26,750.00- 1992 Building
32x48x11 re tin walls/ roof $26,750.00-1996 Building

Pole barn heating system – is this the new one? $45k is pretty expensive for a ceiling mounted system in what appears to be an uninsulated pole barn?
Yes, we will do both installation/tinning of interior and mounted heating system with total amount. We did receive a quote from the builder who installed it last year, ($38,100 for 21 R50 insulation on framed walls and ceiling tin on walls and ceiling) We estimate another 7k for HVAC system. As noted with existing buildings, we have very little heated space to maneuver and work on equipment.

Date: September 3, 2024

To: Chisago County Commissioners and County Administrator

From: Chisago County Historical Society (CCHS)

Digital Memories across Chisago County: Funding Request

Thank you for including the CCHS as a Chisago County Partner Organization. The funding you provide pays for CCHS facilities (museums, county fair buildings) and associated operational costs. Our membership dues and donations pay for staff salary, office supplies, and support for capital building expenses.

Last month we requested $50,000 Levy Funding for 2025. We asked for an increase over 2024 to address inflationary costs…and to support our strategic initiative to become a proactive community partner - moving the CCHS beyond our museums to Mainstreet.

During the pandemic CCHS experienced a decline in visitors and participation, and we experienced financial hardship. This experience made us realize that as we recover, we need to actively engage our community and we need more digital offerings.

At the last County Budget meeting you requested a proposal from us. We are proposing a project for 2025 in which we will actively partner with communities across the county and promote county tourism, by creating a Digital Memories Trail across the County.

Digital Memories across Chisago County

The primary goal of this project is to foster nostalgic community pride and to increase tourism across the 20 townships and cities in the County.

Almelund	Harris	Rush City	Taylors Falls
Center City	Kost	Rush Point	Wyoming
Chisago City	Lent	Shafer	
Chisago Lake	Lindstrom	Stacy	
Franconia	Nessel	Stark	
Fish Lake	North Branch	Sunrise	

Building a Digital Memories Trail

Memories have an important impact on how people feel about their community. Evoking memories of earlier times or growing up make your town “feel like home”. For newer residents or visitors, the images and stories are relatable memories, and help them connect to the place they choose to call home or to visit. Shared memories create a more connected community and

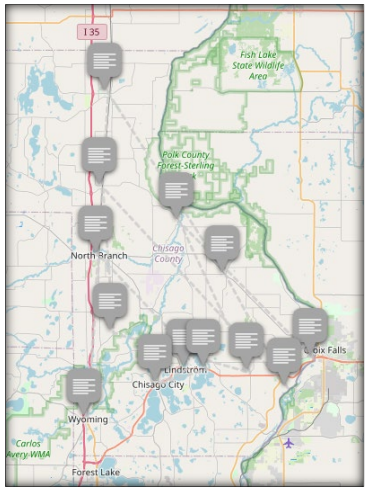
increase peoples' understanding of what it means to live in Chisago County. A digital memory trail across Chisago County will create a new point-of-interest for tourists and residents alike.

Trail Map with 20 Stops

We plan to develop a trail with 20 "stops", one for each township/city in the County. A digital map will identify each stop and guide travelers across the County. An example of a digital map is provided below.

We will work with each community to identify an important location in their Township/City. A History Trail Sign Post (see example) will contain a QR code that accesses pictures and historical stories of the town/township. Although beyond the scope of this proposal, it is also possible to direct people to nearby amenities (e.g., restaurants, local walking tours, etc.), which may be beneficial for tourism.

Example Digital Map: "Digital Memories" Chisago Co.



Example Sign Post: New Richmond Wisconsin Heritage Center "Points of History" sign

Creating the Content: Historical Memories

The CCHS will use our expertise to conduct research and develop six key displays (image/story) for each township/city. These displays will center on:

- Historical roots or origin of the township/city
- Family stories
- Unique features that define the township/city's identity

Promotion/Marketing the Trail

The CCHS will promote the Trail through Explore MN, social media, and local newspapers. We will also co-promote with the local Chambers of Commerce, and local town/township websites/newsletters. This consecrated effort will be necessary to achieve wide-spread awareness of the Memory Trail.

On-Going Maintenance

The CCHS will maintain the digital portal and the links back to the CCHS website. As part of our on-going commitment to historical preservation, we will make sure the links and content remain accessible, up-to-date, and accurate.

Budget Request: $13,600

Research and Development: $4,000

- Working with 20 townships/cities to identify and get permission to place the signposts in strategic locations.
- Content development for all 20 townships/cities. This will include at least 6 pictures and associated stories per township/city, or at least 120 displays.

Printing/Digital Production: $4,000

- Design the trail map
- Design and edit digital stories and create clean/visible digital pictures (approximately 20 x 6 picture/stories)
- Upload to digital content and test functionality

Sign Posts: $2400

- $120 per signpost for 20 locations

Marketing: $2,000

- Staff time to reach out to multiple co-promotion partners and communication outlets (Chambers, 20 townships/cities, social media sites) and communicate the project and get buy-in.
- Write and upload marketing content.

Note: marketing will take more than $2,000, but the CCHS will donate time because this exercise will help us connect to county partners.

Digital Maintenance: $1,200

- CCHS staff will regularly check to make sure that the digital trail is fully accessible and that all links are fully functioning. This includes both content and all marketing posts.

- If any technical problems occur, the CCHS will ensure that they are fixed immediately.

Note: Maintenance money will be held in a maintenance account so that we are prepared to address maintenance issues over time.

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **13**
Title of Item for Consideration: Discuss and Consider Approval of *Preliminary* 2025 Levy and Annual Budget	
Action Requested by: County Board of Commissioners (Statutory)/ Budget & Finance Committee	***Department:*** County Board of Commissioners/Administration

Previous Action on this Matter:

- Budget Preparation Discussions at previous meetings of the County Board of Commissioners;
- Budget & Finance Committee Meetings to craft and review the DRAFT *Preliminary* 2025 Levy and Annual Operating Budget;
- Budget & Finance Committee Workshop meetings on August 21st and 28th, to review and discuss the DRAFT *Preliminary* 2025 Levy and Annual Budget.
- The Budget & Finance Committee met on September 11th and further reviewed and discussed the DRAFT *Preliminary* 202 Levy and Annual Budget.

Background: Board action is respectfully requested to receive a brief update on the DRAFT *Preliminary* 2025 Levy and Annual Operating Budget. By state law, the County Board of Commissioners must adopt the *Preliminary* 2025 Levy by the end of September. The Budget & Finance Committee has reviewed the DRAFT *Preliminary* 2025 Levy and Annual Budget at its August and September workshop meetings and recommends the following steps be undertaken at tonight's Meeting:

1) The County Board should receive a brief update from the Committee and staff and then discuss the DRAFT *Preliminary* 2025 Levy and Annual Budget; and then

2) The County Board should act on the *Preliminary* 2025 Levy and Annual Budget via consideration of the attached Resolution.

Board action to adopt and certify a proposed property tax levy is required under Minnesota Statute 275.065. Attached for Board consideration is the *Preliminary* 2025 Levy and Annual Budget, as prepared by County staff and reviewed by the Budget & Finance Committee.

The *Preliminary* 2025 Levy and Annual Budget reflects the work over the past months of County staff, the County Auditor - Treasurer, County Administrator, Department Directors and County Staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note:

- With respect to <u>expenditures</u> - changes in 2025 employee compensation and benefits represent ***<u>by far</u>*** the largest increase: including a projected COLA, and an increase in health care costs.

- Additionally, the County has proposed budgeting for cost increases in non-personnel categories; reflecting increases in fuel, supplies and other consumables (due to inflation);

- Proposed 2025 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2025 Capital budget (CIP/CPA).

The *Preliminary* 2025 Levy and Annual Budget does include adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2025 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2025 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Society.

The Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* LID Levy for 2025 of $393,770

Attachment(s):

- *Draft* Resolution Establishing the Preliminary 2025 Levy for Chisago County
- *Preliminary* 2025 Levy and Annual Operating Budget Summary- DRAFT

Action Requested/Recommended: It is respectfully recommended that the County Board receive a short update on the *Preliminary* 2025 Levy and Annual Budget, discuss the same, and approve, if ready, the *Preliminary* 2025 Levy and Annual Budget. Staff *specifically recommends the following affirmative Board consideration:*

- Approval by County Board Resolution of a *Preliminary* 2025 Levy of **$49,953,801**.
- Approval of a *Proposed* 2025 Annual Budget of **$91,793,150**
- Approval by County Board Resolution of a Lake Improvement District *Preliminary* 2025 levy of $393,770
- Approval of *Proposed* 2025 Lake Improvement District Annual Budget of $393,770

Following conclusion of the staff update and Board discussion, consideration of the *Preliminary* 2025 Levy and Annual Budget is appropriate, as presented and/or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to approve by Board Resolution the Chisago County Preliminary 2025 Levy and Annual Budget, as presented [and/or "as modified"] at tonight's meeting; to include:"

- ☐ **A 2025 *Preliminary* County Levy of $49,953,801**
- ☐ **A 2025 *Proposed* Annual Budget with Expenditure of $91,793,150**
- ☐ **A 2025 *Preliminary* Lake Improvement District Levy of $393,770**
- ☐ **A 2025 *Proposed* Annual Lake Improvement District Budget of $393,770**

☐ **Establishment of <u>Wednesday, December 4th, 2024 at 7:00 PM</u> as the date and time required for public review of and comment on the *Proposed* 2025 Annual Budget & *Final* 2025 Levy**
Implications of Action: Affirmative Board action will allow the County to approve the *Preliminary* 2025 Levy, as required by state statute, as well as begin preparations to implement the *proposed* 2025 Annual Budget. Additional action is required at a later date to complete the update to the County's 2025 Capital Improvement Program. ***Budget/Financial Implications***: Tonight's action is to approve the *Preliminary* 2025 Levy, as required by state statute. The County Board may consider further changes to the *Final* 2025 Levy, up to and including the recommended <u>December 4th, 2024</u> public review and comment (Truth In Taxation Hearing). However, the *Final* 2025 Levy **<u>CANNOT</u>** be increased beyond the *Preliminary* 2025 Levy approved tonight. While not statutorily required at this time, adoption of the *proposed* 2025 Annual Budget at tonight's meeting allows the County to begin initial preparations to implement such, starting in early 2025. Increases or decreases to the *proposed* 2025 Annual Budget and adoption of a *Final* 2025 Annual Budget remain at the Board's discretion, subject to certain statutory requirements (such as minimum maintenance requirements for libraries). ***Legal/Policy Implications***: The proposed activities are in conformity with applicable state statutes and County authority, policies and past practices.

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0920-XX
ADOPTING THE CHISAGO COUNTY
PRELIMINARY BUDGET AND LEVY FOR 2025

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

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* Levy for 2025 of $49,953,801 with overall 2025 expenditures of $91,793,150;

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* LID Levy for 2025 of $393,770;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes Wednesday, December 4th, 2024 at 7:00 PM as the date and time for public review of and comment on the proposed *Final* 2025 Levy and Annual Budget.

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

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

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

Approved: September 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

2025 PRELIMINARY SUMMARY BUDGET & LEVY CALCULATION

By Department

	2024 Expenditures	*2025 Expenditures*	*Inc/Dec*	*2024 Revenues*	*2025 Revenues*	*Inc/Dec*
Assessor	***1,066,078***	***1,153,945***	***87,867***	***-***	***-***	***-***
Auditor-Treasurer	851,278	1,002,207	150,929	49,200	50,000	800
Audit	110,000	90,000	(20,000)	-	-	-
Elections	153,886	119,000	(34,886)	23,000	23,000	-
Other Gen Govt	1,287,695	1,436,924	149,229	2,145,010	2,449,760	304,750
Non-Co Income/Expense	-	-	-	-	-	-
E911	162,000	279,000	117,000	162,000	279,000	117,000
Self Insurance	-	-	-	-	-	-
Economic Development	47,000	38,500	(8,500)	-	-	-
Debt - Road	2,108,019	1,962,350	(145,669)	-	-	-
Debt HHS Building	260,781	242,775	(18,006)	-	-	-
Debt Library	474,075	440,750	(33,325)	-	-	-
Debt Jail	1,057,731	1,282,839	225,108	628,925	628,925	-
Debt Business Park	244,440	228,800	(15,640)	200,000	200,000	-
Debt 800 Mghz (Armer)	628,684	581,947	(46,737)	-	-	-
Property Tax - All Funds	-		-	410,000	595,000	185,000
AUDITOR-TREASURER TOTAL	***7,385,589***	***7,705,092***	***319,503***	***3,618,135***	***4,225,685***	***607,550***
Board of Commissioners	438,132	541,494	103,362	-	-	-
Law Library	40,514	40,514	-	50,000	50,000	-
County Administrator	1,111,389	1,195,000	83,611	7,500	7,500	-
Central Services	110,750	78,600	(32,150)	3,100	3,100	-
Contingency	100,000	100,000	-	12,500	12,500	-
Historical Society	40,000	40,000	-	-	-	-
Library	778,495	837,927	59,432	-	-	-
Agricultural Society	16,000	16,000	-	-	-	-
County Extension	141,200	179,761	38,561	-	-	-
Soil & Water	200,000	212,000	12,000	-	-	-
Building Fund - Gen Gov	83,602	86,267	2,665	83,602	-	(83,602)
Maintenance	1,669,531	1,475,574	(193,957)	-	-	-
Capital Equipment	3,293,353	3,323,687	30,334	3,293,353	3,323,687	30,334
Employee Recognition	-	-	-	-	-	-
COUNTY ADMINISTRATION TOTAL	***8,022,966***	***8,126,824***	***103,858***	***3,450,055***	***3,396,787***	***(53,268)***
County Attorney	2,925,090	2,982,337	57,247	122,300	122,300	-
County Attorney Forfeiture	-	-	-	-	-	-
COUNTY ATTORNEY TOTAL	***2,925,090***	***2,982,337***	***57,247***	***122,300***	***122,300***	***-***
ENTERPRISE SERVICES TOTAL	***6,336,409***	***6,872,508***	***536,099***	***320,947***	***395,869***	***74,922***
District Court	***212,500***	***212,500***	***-***	***76,000***	***76,000***	***-***
Planning & Zoning	1,409,145	1,370,998	(38,147)	987,643	1,172,573	184,930
Parks	602,220	649,171	46,951	30,000	30,000	-
Water Quality	199,193	219,995	20,802	32,743	26,849	(5,894)
Wetland Grant	118,352	125,170	6,818	27,700	37,815	10,115
Watercraft Inspection	315,323	245,350	(69,973)	172,000	171,855	(145)
Park Acquisition & Improvement	-	-	-	-	-	-
ENVIRONMENTAL SVC TOTAL	***2,644,233***	***2,610,684***	***(33,549)***	***1,250,086***	***1,439,092***	***189,006***
Veterans Services	257,362	265,582	8,220	15,500	15,500	-
Income Maintenance	3,976,761	4,179,095	202,334	2,266,961	2,389,773	122,812
Social Services	11,142,824	11,815,209	672,385	4,772,734	4,636,556	(136,178)
Public Health	2,220,650	2,384,251	163,601	1,267,744	1,525,277	257,533
HEALTH & HUMAN SERVICES TOTAL	***17,597,597***	***18,644,137***	***1,046,540***	***8,322,939***	***8,567,106***	***244,167***
Probation	1,354,499	1,502,248	147,749	956,530	963,530	7,000
Electronic Monitoring	18,000	18,000	-	18,000	18,000	-
Caseload Reduction Grant	-	-	-	-	-	-
PROBATION TOTAL	***1,372,499***	***1,520,248***	***147,749***	***974,530***	***981,530***	***7,000***
Recorder	364,427	392,467	28,040	250,000	250,000	-
Recorder Tech/Compliance	1,500	25,700	24,200	210,000	189,000	(21,000)
RECORDER TOTAL	***365,927***	***418,167***	***52,240***	***460,000***	***439,000***	***(21,000)***

	2024 Expenditures	2025 Expenditures	Inc/Dec	2024 Revenues	2025 Revenues	Inc/Dec
Surveyor	173,492	183,113	9,621	10,500	10,500	-
Highway Administration	424,343	467,128	42,785	15,000	15,000	-
Highway Engineering	4,026,043	5,378,802	1,352,759	2,250,000	3,300,000	1,050,000
Highway Construction	12,940,000	12,800,000	(140,000)	11,440,000	10,150,000	(1,290,000)
Highway Maintenance	4,994,615	4,973,934	(20,681)	3,492,000	4,361,000	869,000
Equipment Maintenance/Shop	1,419,535	1,458,234	38,699	230,000	240,000	10,000
Traffic Operations	646,575	670,327	23,752	-	-	-
ROAD & BRIDGE TOTAL	***24,624,603***	***25,931,538***	***1,306,935***	***17,437,500***	***18,076,500***	***639,000***
Sheriff	8,227,777	8,819,225	591,448	2,130,895	2,270,039	139,144
Sheriff Forfeitures	-	-	-	-	-	-
Sheriff's Reserve	-	-	-	-	-	-
Gun Permits	-	-	-	-	-	-
PS Grants TZD	95,500	250,000	154,500	95,500	250,000	154,500
PS Grants Boat & Water	52,000	37,500	(14,500)	52,000	37,500	(14,500)
PS Grants Snowmobile	7,000	7,050	50	7,000	7,050	50
PS Grants ATV	7,000	6,570	(430)	7,000	6,570	(430)
PS Grants Miscellaneous	-	-	-	-	-	-
Coroner	153,159	153,159	-	-	-	-
County Jail	5,066,683	5,317,438	250,755	92,000	114,200	22,200
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	78,986	78,986	-	-	-	-
Emergency Management	151,427	157,121	5,694	58,000	46,000	(12,000)
TOTAL SHERIFF	***13,839,532***	***14,827,049***	***987,517***	***2,442,395***	***2,731,359***	***288,964***
TOTAL	***$ 86,393,023***	***$ 91,005,029***	***$ 4,612,006***	***$ 38,474,887***	***$ 40,451,228***	***$ 1,976,341***

SOLID WASTE FUND

	2024 Expenditures	2025 Expenditures	Inc/Dec	2024 Revenues	2025 Revenues	Inc/Dec
Score Grant	332,967	341,656	8,689	428,341	428,341	-
Household Hazardous Waste Operat	630,176	446,465	(183,711)	297,300	564,866	267,566
TOTAL	***$ 963,143***	***$ 788,121***	***$ (175,022)***	***$ 725,641***	***$ 993,207***	***$ 267,566***

LEVY CALCULATION - REVENUE FUND

	2024 Levy	2025 Levy		
Fund Balance for CR 6		600,000		
Use of fund balance & Other Funds	***$ 905,000***	***$ 600,000***		
Levy	***$ 47,250,638***	***$ 49,953,801***	***$ 2,703,163***	***5.72%***

LAKE IMPROVEMENT DISTRICT (LID) LEVY

	2024 Expenditures	2025 Expenditures	Inc/Dec	2024 Revenues	2025 Revenues	Inc/Dec
Lake Improvement District	365,330	393,770	28,440	-	-	-
TOTAL	***$ 365,330***	***$ 393,770***	***$ 28,440***	***$ -***	***$ -***	***$ -***

LEVY CALCULATION - LID

	2024 Levy	2025 Levy		
Use of fund balance & Other Funds	***$ -***	***$ -***		
Levy	***$ 365,330***	***$ 393,770***	***$ 28,440***	***7.78%***

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **14**
Title of Item for Consideration: HRA-EDA Levy and Budget 2025	
Action Requested by: Nancy Hoffman Executive Director	***Department:*** Chisago County HRA - EDA
Previous Action on this Matter: Annual request.	
Background: Each year the HRA-EDA requests approval of their Levy and Budget from the Chisago County Board of Commissioners. ***Attachments*:** • HRA-EDA Levy and Budget FY 2025 and Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners consider approval of the HRA-EDA Levy and Budget FY 2025. The suggested motion to accomplish this is as follows: ***"Move to approve the HRA-EDA Levy and Budget FY 2025."***	
Implications of Action: By approving the Levy and Budget, the Board supports the Chisago County HRA-EDA's activities. ***Budget/Financial Implications***: HRA-EDA budget approval. ***Legal/Policy Implications***: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County HRA - EDA 2025 Budget

OPERATING INCOME:	
County-Wide Levy	700,000
Operating Income:	**700,000**
NONOPERATING INCOME	
Interest/Misc. Income	8,000
SBDC Consultant Fees	33,000
Loan Repayments (Rush City Senior Living)	22,646
Loan Repayments/Tax Abatement (IRI)	293,890
Nonoperating Income:	**357,536**
RESTRICTED INCOME:	
Wyoming Distributions	**170,000**
NET POSITION:	
Cash (Reserves)	**275,096**
TOTAL INCOME:	**1,502,632**
OPERATING EXPENSES:	
Audit	15,000
Office Building Expenses	25,000
Conferences/Training	4,000
Benefits (formerly Health/Dental)	37,000
Board Per Diems	5,460
MCIT Insurance	6,000
Consulting	0
Legal & Development Costs	10,000
Marketing	27,000
SCDP Expenses	100
Misc (Sales Tax + Misc - other)	100
Office Expenses/Supplies	2,500
Office Equipment	3,000
Phones/Internet	5,000
Postage	1,000
Staff Expenses	6,000
Dues & Subscriptions	13,500
Wages (included: Gross Wages, Medicare/SocSec, Pension)	287,738
Liability of Wages (employee retirement/termination)	85,644
Total Operating Expenses:	**534,042**
DEVELOPMENT ASSISTANCE EXPENSES	
Small Business Development Center	4,700
Program Development	10,000
Multi-Family Rental Housing	100,000
Industrial/Infrastructure/Redevelopment	100,000
County Business Park - Bond Assistance	190,000
Total Development Expenses:	**404,700**
Industrial Land/Infrastructure/Redevelopment (IRI)	**293,890**
Housing Trust Fund	**170,000**
Business Forgivable Loan	**100,000**
TOTAL EXPENSES:	**1,502,632**

CHISAGO COUNTY HOUSING AND REDEVELOPMENT AUTHORITY - ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION # 2024-0827

A RESOLUTION LEVYING A SPECIAL BENEFIT TAX WITHIN THE AUTHORITY'S AREA OF OPERATION

BE IT RESOLVED by the Board of Directors of the Chisago County Housing and Redevelopment Authority - Economic Development Authority as follows:

1. The Chisago County Housing and Redevelopment Authority - Economic Development Authority, a public body corporate and a political subdivision organized under Minnesota Statutes, Sections 469.001 to 469.047 and 469.090 to 469.1082, pursuant to the authority granted in Minnesota Statutes, Section 469.033, Subdivision 6, hereby levies a special benefit tax in the amount of **$ 700,000.00** within the Authority's area of operation subject to the consent by resolution of the County of Chisago.

2. The Authority hereby requests the County Board to consent by resolution to the levy of the Tax by the Authority.

3. The levy does not exceed 0.0185 percent of taxable market value in the County.

4. The levy, when received by the Authority, shall be deposited in a separate fund to be known as the Housing and Redevelopment Project Fund and shall be expended only for the purposes of Minnesota Sections 469.001 to 469.047.

The motion, made by, Cathy Bennett ; Board Member, for the adoption of the foregoing resolution was duly seconded by Jim Stein; Board Member, and upon vote being taken thereon, the following voted in favor thereof: Chad Lindgren; Board Member, Nathan Keech; Board Vice Chair, Daniel Hoffman; Board Chair and the following voted against the same: None; absent: None.

Whereupon said resolution was declared duly passed and adopted this 27th day of August 2024.

Daniel Hoffman
Chairman

(Official Seal)

Attest:

Nancy Hoffman
Executive Director/Secretary

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **15**
Title of Item for Consideration: 2025 Minnesota Towards Zero Deaths Grant	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: 2025 Towards Zero Deaths (TZD) Enforcement grant. Funds to be used by Chisago County Law Enforcement to enforce laws on local roadways. The Minnesota Department of Public Safety (DPS) and The National Highway Traffic Safety Administration (NHTSA) are mandated to promote safety to those who use public roadways. The DPS and NHTSA seek to support traffic safety interventions that have been proven to reduce deaths and severe injury crashes caused by motor vehicle crashes. The DPS and NHTSA have awarded Chisago County the grant to assist with the enforcement and education portions of this mission.

***Attachment(s)*:**

- 2025 Enforcement Grant Agreement and 2025 Budget Summary

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the acceptance of the 2025 Towards Zero Deaths Enforcement Grant. The suggested motion is as follows:

"Move to Approve the 2025 Minnesota Office of Traffic Safety Towards Zero Deaths Enforcement Grant and authorize Sergeant Kyle Puelston as the Sheriff's Office authorized representative."

Implications of Action: Acceptance of this grant will assist in law enforcements involvement with keeping Chisago County roadways a safer place to travel.

***Budget/Financial Implications*:** This is an externally funded grant through the Minnesota Department of Public Safety (DPS) and The National Highway Traffic Safety Administration (NHTSA) that has awarded money to Chisago County specifically for traffic enforcement. Chisago County has been awarded $74,600 for the 2025 enforcement 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 _____

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101	**Grant Program:** 2025 Enforcement **Grant Contract Agreement No.:** A-ENFRC25-2025-CHISAGSO-009
Grantee: Chisago County Sheriff's Office 15230 Per Road Center City, Minn. 55012-9663	**Grant Contract Agreement Term:** **Effective Date:** Oct. 1, 2024 **Expiration Date:** Sept. 30, 2025
Grantee's Authorized Representative: Sergeant Kyle Puelston Chisago County Sheriff's Office 15230 Per Road Center City, Minn. 55012-9663 (651) 325-6021 kyle.puelston@chisagocounty.us	**Grant Contract Agreement Amount:** Original Agreement $ 74,600.00 Matching Requirement* $0.00 See special conditions
State's Authorized Representative: Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101 (651) 373-9671 shannon.grabow@state.mn.us	**Federal Funding:** CFDA/ALN: 20.608, 20.600 **FAIN:** 69A37523300004020MN0, 69A37523300001640MNA **State Funding**: N/A ***Special Conditions:** If equipment is purchased, a 50 percent match of the item is required. Refer to program manual.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 Enforcement Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2025 Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the

matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No.
A-ENFRC25-2025-CHISAGSO-009/3000098249

Project No. 25-04-01

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget				
Budget Category	**State Reimbursement**	**Local Match**		
Dispatch/Admin- Other				
Dispatch/Admin - Other	$3,600.00	$0.00		
Total	$3,600.00	$0.00		
Enforcement- Distract/Speed/MO/Belt				
Enfrc- Distract/Spd/MO/Belt	$32,300.00	$0.00		
Total	$32,300.00	$0.00		
Enforcement- Impaired				
Enforcement - DWI	$28,000.00	$0.00		
Total	$28,000.00	$0.00		
Match – Mileage Expenses				
Mileage Expenses	$0.00	$0.00		
Total	$0.00	$0.00		
Dispatch/Admin-Impaired				
Dispatch/Admin - Impaired	$1,500.00	$0.00		
Total	$1,500.00	$0.00		
Optional Activities- Impaired				
Optional Activities - DWI	$5,000.00	$0.00		
Total	$5,000.00	$0.00		
Optional Activities- Other				
Optional Activities - Other	$4,200.00	$0.00		
Total	$4,200.00	$0.00		
Total	$74,600.00	$0.00		

Chisago County Board of Commissioners
September 10th 2024
248

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **16**
Title of Item for Consideration: Office of Traffic Safety – DWI Traffic Safety Officer Grant	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: No previous action on this specific grant.	

Background: The Office of Traffic Safety recently opened a grant period for a dedicated DWI Traffic Safety Officer. Chisago County applied for this grant and was awarded the grant. The deputy assigned to this position will be responsible for traffic safety with a focus on reducing traffic collisions and removing impaired drivers from Chisago County roadways.

***Attachment(s)*:**

- 2025 DWI/Traffic Safety Officer Grant

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the acceptance of the Office of Traffic Safety – DWI Traffic Safety Office Grant. The suggested motion is as follows:

"Move to approve the acceptance of the Office of Traffic Safety – DWI Traffic Safety Officer Grant and authorize Captain Andrew Mahowald as the Sheriff's Office authorized representative."

Implications of Action: Approval of this grant will give the Sheriff's Office a full-time grant funded Deputy, dedicated to traffic safety.

Budget/Financial Implications: The Chisago County Sheriff's Office will submit quarterly reporting to get reimbursed for funding directly related to this position in the amount of $143,478.51. This includes wages and other fringe expenses and covers all mandatory training required by MN POST Board, Chisago County SO, and required trainings to satisfy the OTS grant requirements for this position.

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

Administrator's Recommendation

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

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	**Grant Program:** 2025 NHTSA: DWI / Traffic Safety Officer **Grant Contract Agreement No.:** A-OFFICR25-2025-CHISAGSO-034
Grantee: Chisago County Sheriff's Office 15230 Per Road Center City, MN 55012-0181	**Grant Contract Agreement Term:** **Effective Date:** 10/01/2024 **Expiration Date:** 09/30/2025
Grantee's Authorized Representative: Captain Andrew Mahowald 15230 Per Road Center City, MN 55012-0181 (651)213-6303 Andrew.mahowald@chisagocountymn.gov	**Grant Contract Agreement Amount:** Original Agreement $ 143,478.51 Matching Requirement $ 0.00
State's Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)221-7078 Duane.siedschlag@state.mn.us	**Federal Funding:** CFDA/ALN: 20.608 & 20.608 & 20.600 **FAIN:** 69A37523300001640MNA & 69A37523300001640MNA & 69A37523300004020MNO **State Funding**: N/A **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 NHTSA: DWI / Traffic Safety Officer Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2025 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-OFFICR25-2025-CHISAGSO-034 / 3000098110

Project No.25-03-03

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **17**
Title of Item for Consideration: Contract between Lauren Moberg. and Chisago County 2024-2025	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Approval of Contract from 2023-2024	

Background: Reflective Practice Supervision uses peers and experienced colleagues to help review nursing practices by reflecting on an individual staff actual experience in home visiting and the supervision of home visiting. The home visiting methodology is primary to the delivery of an accredited Maternal Child Health program, which is true of the Chisago County HHS Maternal Child Health program. Reflective Practice is a required component for entities holding a Healthy Families of America accreditation. Engaging in Reflective Practice is associated with improved quality of care, stimulating personal and professional growth and closing the gap between theory and practice.

***Attachment(s)*:**

- Contract between Lauren Moberg and Chisago County

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Contract between Lauren Moberg and Chisago County. The suggested motion is as follows:

"Move to approve the Contract between Lauren Moberg and Chisago County."

Implications of Action: Utilizing Reflective Practice with our Public Health Maternal Child Health professionals, supervisors and clients will increase the effectiveness of the services provided to Chisago County residents.

Budget/Financial Implications: The budget will be fulfilled by Grant Dollars.

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 _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
LAUREN MOBERG, 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 Lauren Moberg, 2805 W 60th ST, Minneapolis, MN 55410, 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, specifically Reflective Practice Consultation to Public Health staff 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 October 1, 2024 and shall remain in effect until September 30, 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. **CONTRACTORS DUTIES**.

A. Facilitate monthly Reflective Practice group for Chisago County Maternal Child Health (MCH) Team. Group sessions will last approximately one and a half (1½) hours each month.
B. Provide individual Reflective Supervision monthly to Public Health Supervisor and MCH Team Lead working with the Chisago County MCH Team. Each meeting will last forty-five (45) minutes.
C. Consultation for the above will occur at the Chisago County Health and Human Services office at 6133 402nd St., North Branch, MN 55056.
D. Provide individual consultation to staff and/or families via phone or in person with Public Health Supervisor approval prior to consultation.

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. Compensation of:
   A. One hundred and Eighty dollars [$180.00] per hour for preparation, meeting follow-up, individual and group consultation and training.
   B. Forty dollars [$40.00] per hour for travel time. Travel is calculated from Contractor's home or office location (whichever is shorter) to the work site and return.

C. No mileage payment is included in this contract.
D. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed NINE THOUSAND, SIX HUNDRED DOLLARS [$9,600.00] for the term of this contract.
E. No shows and cancellations with less than 48 hours notice will be reimbursed by the County for the scheduled amount of time up to a maximum of two (2) hours. Cancellations due to severe weather and cancellations made with at least 48 hours notice will not be charged.

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. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/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:	Lauren Moberg
Address:	2805 W 60th ST., Minneapolis, MN 55410
Telephone:	612-581-3379
E-Mail:	lmoberg@macmh.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 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**. The parties shall comply with all federal, state and local laws. 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. *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.

C. The County 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.

D. 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.

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: Lauren Moberg**
   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: Lauren Moberg
Date:

2. **COUNTY OF CHISAGO: APPROVED**

Signed:
Title: Marlys Dunne, 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: September 18, 2024	***Item Number:*** **18**
Title of Item for Consideration: Minnesota Department of Health Community Health Board Grant Project Agreement Title V Maternal Child Health Block Grant	
Action Requested by: Bob Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval Minnesota Department of Health Community Health Board Grant Project Agreement dated October 1, 2019 through September 30, 2024	

Background: The Chisago County Community Health Board was awarded $7,090,254.00 for the years 2024 - 2029 to be used for the following high risk populations:

- Those with high rates of infant mortality and children with low birth weight
- Pregnant women with an increased likelihood of complications due to age, medical condition, maternal history or chemical abuse
- Young children at risk of chronic disease or disability from chemical abuse by a mother during pregnancy
- Minority and low-income teenagers at risk of complications associated with pregnancy and child birth

***Attachment(s)*:**

- Minnesota Department of Health Community Health Board Grant Project Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Minnesota Department of Health Community Health Board Grant Project Agreement. The suggested motion is as follows:

"Move to approve the Minnesota Department of Health Community Health Board Grant Project Agreement Title V Maternal Child Health Block grant."

***Implications of Action*:** Approval will allow the Chisago County Community Health Board to receive funds from the Minnesota Department of Health and provide to high-risk, low-income individuals in target populations, services designed to improve maternal and child health.

***Budget/Financial Implications*:** 2024-2029 budgeted county levy dollars are used to meet the 50 percent match requirement in order to utilize the state grant award dollars.

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

Administrator's Recommendation

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

Minnesota Department of Health

Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Elizabeth Taylor-Schiro, 651-201-4866, Elizabeth.Taylor-Schiro@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant Project Agreement Number:** 256503	**MDH Program Name:** Title V Maternal Child Health Block Grant
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 10/1/2024, OR the date all signatures are collected and the agreement is fully executed, whichever is later. **Expiration Date:** 9/30/2029	**Total State Grant Funds:** $0.00 **Total Federal Grant Funds Year One:** $41,093 **Total Grant Funds *(all funds)* Year One:** $41,093

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** CHISAGO COUNTY **UEI Number:** GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	0.10
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	To distribute federal Title V Maternal Child and Block Grant funds to Community Health Boards to support maternal and child health efforts
Name of Federal Awarding Agency	DHHS-HRSA.
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** Social Security Act **Assistance Listing Number:** 93.994
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	B0452933
Federal Award Date *(Date MDH received federal grant)*	5/22/2024
Total Amount of Federal Award Received by MDH	$7,090,254.00
Amount of funding from this federal award MDH is issuing to Grantee:	Year 1: $41,093

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 313 N. Main St., Rm 239, Center City, MN, 55012, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742 and Minnesota Statutes 1145.882 and 144.05, Sections (b) and (f)]is empowered to distribute federal Title V Maternal and Child Health Block Grant funds to Community Health Boards to support local maternal and child health activities ;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
   All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
   2.1. *Effective date*
   October 1, 2024, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

   2.2. *Expiration date*
   September 30, 2029, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Activities**
   3.1. *MDH's Activities*
   MDH activities, in accordance with the Minnesota Department of Administration's Office of

Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. **Award and Payment**

MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*

Reimbursement will be in accordance with the agreed-upon budget, specified in the Grantee's annual award letter.

4.2. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed the amount specified in the Grantee's annual award letter from the State for the time period of October 1,2024 to September 30,2029.

The Grantee will be required to submit a detailed budget for each succeeding year of this grant agreement on August 1, before each budget period, and once approved by the State's Authorized Representative, will be incorporated as part of this grant project agreement.

Any carryforward for Title V funds will be determined by the State's Authorized Representative.

4.4. *Terms of Payment*

4.4.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. Matching Requirement

Grantee certifies that the following matching requirement, for the grant, will be met by Grantee: The Grantee will provide at least a 50 percent match for the federal funds received through the Title V, Maternal and Child Health Block Grant. Eligible funds must be used to meet match requirements. Grantee certifies that the matching requirement, for the grant, will be met by Grantee.

4.4.3. Federal Funds

Payments under this grant project agreement will be made from federal funds obtained by MDH through Title V, Assistance Listing (formerly known as CFDA) number 93.994 of the Social Security Act 1935, including public law and all amendments. The Notice of Grant Award (NGA) number is 6 B04MC52933-01-03. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

6.1. ***Equipment***. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. ***Supplies***. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Elizabeth Taylor-Schiro, Title V Maternal & Child Health Block Grant Coordinator, 625 North Robert St. St. Paul, MN, 55164, 651-201-4866, Elizabeth.taylor-schiro@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN, 55056, 651-213-5217, and Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at

any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. **Termination**

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

8.2. *Termination for Cause*

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH 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.

8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

8.4. *Termination by Commissioner of Administration*

The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

9. **Publicity**

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. **Clerical Error**

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH

must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. **Telecommunications Certification**
By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR § 200.216, Grantee will not use any funding covered by this grant agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

12. **Voter Registration Services Requirement**
If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

13. **Incentives**
When included in the approved Work Plan and or Budget, the following language applies.

13.1. *Handling of Incentives*.
Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

13.2. *Separation of duties*
a) More than one Grantee staff person must be involved in the management and handling of the incentives.
b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
d) Handoff of incentive from one person to another must be documented.

13.3. *Distribution of Incentives* *(incentives may only be used for approved purposes by MDH)*
a) Only one incentive can be given to an individual per occurrence/event.
b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

13.4. *Incentive tracking documentation*.

The tracking documentation the Grantee must maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased.
b) Description of the incentives
c) Quantity of incentive(s) distributed to each participant.
d) The last four digits of any pre-paid card number
e) Value/amount
f) A unique non-identifiable data point for each participant (e.g. case number, file number),
g) Date participant received incentive(s), and
h) Signature of Grantee staff member providing incentive(s) to participant(s)

13.5. *Reconciliation.*

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

13.6. *Subcontracting/Subgranting.*

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

13.7. *Lost or stolen incentives*.

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

13.8. *Invoicing*.

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

13.9. *Failure to Comply.*

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be

subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: 256503/3000117514/REQ 332_11

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities/ Scope of Work

Funds must be used as outlined in Minnesota Statutes 145.882, Subd. 7 Use of block grant money. Maternal and Child health block grant money allocated to a community health board under this section must be used for qualified programs for high risk and low-income individuals. Block grant money must be used for programs that:

1. Specifically address the highest risk populations, particularly low-income and minority groups with a high rate of infant mortality and children with low birth weight, by providing services, including pre-pregnancy family planning services, calculated to produce measurable decreases in infant mortality rates, instances of children with low birth weight, and medical complications associated with pregnancy and childbirth, including infant mortality, low birth rates, and medical complications arising from chemical abuse by a mother during pregnancy.

2. Target pregnant women whose age, medical condition, maternal history, or chemical abuse substantially increases the likelihood of complications associated with pregnancy and childbirth or the birth of a child with an illness, disability, or special medical needs;

3. Address the health needs of young children who have or are likely to have a chronic disease or disability or special medical needs, including physical, neurological, emotional, and developmental problems that arise from chemical abuse by a mother during pregnancy;

4. Provide family planning and preventive medical care for identified target populations, such as minority and low-income teenagers, in a manner calculated to decrease the occurrence of inappropriate pregnancy and minimize the risk of complications associated with pregnancy and childbirth;

5. Address the frequency and severity of childhood and adolescent health issues, including injuries in high-risk target populations by providing services calculated to produce measurable decreases in mortality and morbidity;

6. Address preventing child abuse and neglect, reducing juvenile delinquency, promoting positive parenting and resiliency in children, and promoting family health and economic sufficiently through public health nurse home visits under section 145A.17; or,

7. Address nutritional issues of women, infants, and young children through WIC clinic services.

8. Report all programmatic and financial data requested by the state into Red Cap or a method prescribed by the state.

Grantee must send the State the following information on any subcontracts it intends to enter into prior to entering into the subcontracts: services to be provided, the time period of the subcontract, the amount to be subcontracted, the name of the subcontractor, if known.

All requested information related to federal Title V Maternal and Child Health Block Grant budget, expenditures, and activities must be completed by the dates requested. A work plan and budget are required to be submitted annually.

Title V Maternal and Child Health Block Grant funds may not be used for reimbursement for travel and subsistence expenses incurred outside the state unless Grantee has received prior written approval from the STATE's Authorized Representative.

Individuals whose income is at or below 100 percent of Federal Poverty Guidelines and receiving Title V funded services cannot be charged a fee for services provided. Services shall not be denied based on inability to pay. Sliding fees imposed on families above 100 percent of Federal Poverty Guidelines and receiving Title V services must be adjusted to reflect the income, resources, and family size of the individual who receives the services.

No residency requirements for services other than state residence can be imposed. Non-Community Health Board residents must be served or referred to the appropriate local public health department.

Funds can be used for payment of services only after third-party payments are utilized.

Cash payments cannot be made to intended recipients of health services. Title V Maternal and Child Health Block Grant funding cannot be used for inpatient services except for high-risk pregnancy women and infants or to children with special health care needs.

Arrangements shall be made for communications to take place in a language understood by the maternal and child health service recipient. All written materials developed to determine client eligibility and to describe services provided under this funding will be understandable to the eligible population.

Services will be provided in keeping with program guidelines of the Minnesota Department of Health and guidelines of accepted professional groups such as the American Academy of Pediatrics, American College of Obstetricians and Gynecologists, and the American Public Health Association.

Title V Maternal and Child Health Block Grant funds cannot be used to provide and/or arrange sterilizations without the prior written approval of the Minnesota Department of Health. Agencies approved to use federal funds to provide and/or arrange for sterilization are required to follow federal procedures and to provide written documentation in this regard on a quarterly basis. (This is not applicable to provision of information only concerning sterilizations.)

The Community Health Board will not use Title V Maternal and Child Health Block Grant funds for any item or service (other than an emergency item or service) furnished by an individual or entity convicted of a criminal offense under the Medicare or any other state health care program (i.e., Medicaid,-Maternal and Child Health, or Social Services Block Grant Programs).

Title V Maternal and Child Health Block Grant funds may not be used for purchase of equipment costing more than $5,000 per unit and with a useful life exceeding one year, or to purchase or make land or facilities improvements.

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **19**
Title of Item for Consideration: Minnesota Department of Health Community Health Board Grant Contract 2022-2026 Amendment	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Approval of a grant project agreement dated 10/1/19 through 9/30/24	

Background: The Grant Contract is written for the Minnesota Department of Health and the County Community Health Board and acts as an umbrella grant to disburse funds for each Grant Project Agreement. Chisago County Health and Human Services has a grant project agreement with the Minnesota Department of Health to:

- offer enrollment in the Follow Along Program to all families with a child identified as being at high risk
- provide program information to local community partners
- provide families information and resources about early childhood typical developmental milestones, and
- initiate referrals when a developmental concern is identified

The purpose of this grant agreement amendment is to include implementation of the follow along program partnerships quality improvement project.

Attachment(s):

- MN Department of Health Project Agreement Amendment for the Follow Along Program

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the MN Department of Health Project Agreement Amendment for the Follow Along Program. The suggested motion is as follows:

"Move to Approve the MN Department of Health Project Agreement Amendment for the Follow Along Program"

Implications of Action: Approval of this Amendment will allow Chisago County Health and Human Services to continue to provide early childhood developmental and social-emotional outreach, screening and follow-up activities to eligible families in the community.

Budget/Financial Implications: Minnesota Department of Health grant funds appropriated to Chisago County Public Health

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

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

Minnesota Department of Health
Grant Project Amendment Cover Sheet

You have received a grant project amendment from the Minnesota Department of Health (MDH). Information about the grant project amendment, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Amendment
CONTACT FOR MDH: Jennifer Heath, 651-201-5577, Jennifer.heath@state.mn.us)

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant /Project Agreement Number:** 204597	**MDH Program Name:** **CYSHN Follow-up**
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 1/1/2022 **Expiration Date:** 12/31/2026	**Total State Grant Funds:** $ $16,425 **Total Federal Grant Funds:** This is a fee for service grant agreement, no set dollar amount is attached to the grant project agreement. **Total Grant Funds *(all funds)***: $16,425

Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR § 200.332. Please keep a copy of this Cover Sheet with the amendment.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** Chisago, County of **UEI Number:** GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	
Is this award for Research and Development?	☐ Yes X No
Project Description	Delivery of follow-up services by Local Public Health agencies in Minnesota to children with special health care needs and their families identified through Minnesota Department of Health Children with Special Health Needs programs to identify specific needs and assist with connection and referral to needed services.)
Name of Federal Awarding Agency	Health Resources and Services Administration (HRSA)
Assistance Listing Name and Number (Formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** Universal Newborn Hearing Screening **Assistance Listing Number:** 93.251
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	H6100035
Federal Award Date *(Date MDH received federal grant)*	4/29/2021

Amount of funding from this federal award MDH is issuing to Grantee:	This is a fee for service grant agreement, no set dollar amount is attached to the grant project agreement.
Total Amount of Federal Award Received by MDH	$235,000
Name of Federal Awarding Agency	Center for Disease Control (CDC)
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** Improving Timely Documentation, Reporting, and Analysis of Diagnostic and Intervention Data through Optimization of EHDI Surveillance Practices and Information Systems **Assistance Listing Number:** 93.314
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU50DD000096
Federal Award Date *(Date MDH received federal grant)*	06/01/2020
Amount of funding from this federal award MDH is issuing to Grantee:	This is a fee for service grant agreement, no set dollar amount is attached to the grant project agreement.
Total Amount of Federal Award Received by MDH	$160,000

Minnesota Department of Health
Community Health Board Grant Project Amendment

Grant Project Agreement Effective Date:	1/1/2022	Original Grant Project Agreement Amount:	This was a fee for service grant agreement, no set dollar amount was attached to the grant project agreement
Original Grant Project Agreement Expiration Date:	12/31/2026	Previous Amendment(s) Amount:	$0.00
Current Grant Project Agreement Expiration Date:	12/31/2026	This Amendment Amount:	$16425
New Grant Project Agreement Expiration Date:	12/31/2026	New Grant Project Agreement Total:	$16425 plus fee for service dollar amounts

This Grant Project Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and Chisago County Community Health Board, 313 N. Main St., Rm 239 Center City MN 55012 (hereinafter "Grantee").

Recitals

1. MDH has a grant project agreement with Grantee identified as 204597 ("Original Grant Project Agreement") to provide follow-up services to children with special health needs identified through MDH Children and Youth with Special Health Needs programs including identifying specific needs and assisting with connection and referral to needed services.
2. The grant agreement is being amended to add state funds and revise Grantee's duties to include implementation of the Follow Along Program, a program that identifies young children at risk for developmental and social-emotional concerns through screening and provides connections to developmental activities and appropriate resources and services as needed to support overall health and well-being.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Amendment

Amended or deleted grant project agreement terms will be ~~struck-out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

The Grantee shall: perform the duties specified in Exhibit A1, which is attached and incorporated into this grant agreement.

REVISION 2. Clause 4. "Consideration and Payment" is amended as follows:

4.1. Consideration

MDH will compensate for all services performed by Grantee under this grant project agreement as follows:

4.1.1. Compensation

Compensation will be in accordance with the breakdown of costs contained in Exhibit B1, which is attached and incorporated into this grant project agreement.

4.1.2. Total Obligation

The total obligation of MDH for all compensation and reimbursements to the Grantee will be paid in accordance with Exhibit B1.

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Reimbursement per case payment level of work completed and submitted to MDH Early Hearing Detection and Intervention (EHDI) Program and MDH Children and Youth with Special Health Needs (CYSHN) Program on a quarterly basis.
Expenses for the Follow Along Program will be reimbursed on a bi-annual (two times per year) basis. Reimbursement for the Follow Along Program will be broken into two installments and will be based upon completion and submission of biannual report to the MDH CYSHN Program on January 31st and July 31st of each year.

REVISION 3. Clause 7.1. "MDH's Authorized Representative" is amended as follows:

MDH's Authorized Representative for purposes of administering this grant project agreement is ~~Barbara Frohnert, Birth Defects Supervisor, PO Box 64882, St. Paul, MN, 55164-0882, 651-201-5953, barbara.frohnert@state.mn.us~~ Jennifer Heath, CYSHN Outreach and Prevention Supervisor, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-5577, Jennifer.Heath@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

REVISION 4. Clause 8.4. "Termination by Commissioner of Administration" is added as follows:

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[signatures on next page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: 204597/3000117721/REQ 504

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A1 – Grantee's Duties

A. Implementation of CYSHN Follow-Up

Provide ~~F~~follow-up for each reimbursable referral provided by ~~the STATE~~ MDH for ~~of an~~ infants/children determined as "lost to follow-up" by the Early Hearing Detection and Intervention (EHDI) Program, ~~from newborn hearing rescreening, diagnosis~~ and/or for infants/children diagnosed with a condition identified by ~~the STATE~~ MDH'S Children and Youth with Special Health Needs Program, and whose reported residence is in the GRANTEE'S jurisdiction:

1. For infants/children without complete screening or diagnostic testing results and considered by ~~the STATE~~ MDH Early Hearing Detection and Intervention (EHDI) Program to be "lost to follow-up":

    a. Facilitate screening/rescreening/diagnostic testing: Ensure that the infant/child's newborn hearing screening has been completed and ensure that results have been sent to the STATE. If screening or needed rescreening has not been completed, arrange for infant/child to be screened. For a child needing diagnostic testing, ensure that the infant/child's diagnostic evaluation has been completed and results have been sent to ~~the STATE~~ MDH. If diagnostic evaluation has not been completed, arrange for evaluation services from an audiologist experienced working with infants/children and ensure that results have been sent ~~the STATE~~ MDH.

    Reporting: For all infants/children followed, submit required data real time (as it is collected) using the fillable PDF form provided by MDH.

2. For infants/children ~~Follow-up for each reimbursable referral provided by the STATE of a child~~ diagnosed with a condition identified by ~~the STATE~~ MDH'S Children and Youth with Special Health Needs (CYSHN) Program whose reported residence is in the GRANTEE'S jurisdiction:

    a. Identify Family Needs and Ensure Connection to Services:

        i. Within the first month of referral of an infant or child with a condition identified by ~~the STATE~~ MDH Children and Youth with Special Health Needs (CYSHN) Program, the nurse will:

            1. contact the family,

            2. identify concerns and needs with the family through a nurse assessment with a focus on income/finance, health care supervision, growth and development, caretaking/parenting, and connection to community resources (minimum of at least one area assessed),

            3. document current services being used, and

            4. identify and connect families to any additional services that may be beneficial and for which the family is eligible. These resources may include community resources, primary care, specialty care, early intervention, financial resources, transportation, parent-to-parent support, and other professionals/services as needed. All children with conditions categorically eligible should be connected to the Early Intervention program for Infants and Toddlers with Disabilities (i.e., Part C of the Individuals with Disabilities Education Act.).

5. If the nurse is unable to contact the family directly, the nurse may follow-up via a secondary source to obtain follow-up information or updated contact information (address & phone number).

Reporting: For all infants/children followed, submit required data real time (as it is collected) into the appropriate Local Public Health (LPH) Wizard in Minnesota Electronic Disease Surveillance System (MEDSS).

ii. Confirm connection to referred service and second nurse assessment when indicated.

1. The nurse may provide a follow-up contact with the family when a nurse has identified needed services/resources during the initial nurse assessment and has determined that a second assessment is needed to confirm connection to referred services, identify additional needs and/or services that may be beneficial and for which the family is eligible, or connect families to additional services/resources that may be beneficial. The second nurse assessment, interventions provided, and the status of connection to the services recommended by the LPH nurse during the initial nurse~~ing~~ assessment are documented in the appropriate LPH Wizard in MEDSS approximately 1-3 months after initial assessment.

   Reporting: For all infants/children followed, submit required data real time (as it is collected) into the appropriate LPH Wizard in MEDSS.

B. Implementation of the Follow Along Program:

1. Collaborate with partners to increase the awareness and capacity in the community for screening resources and services for children birth to 3 years of age.
2. Promote early identification of health, developmental and social emotional concerns of children birth to 3 years of age.
3. Support families in their role as caregivers by providing typical growth and development anticipatory guidance and early childhood resources and services available in the community.
4. Monitor the developmental and social-emotional health of children birth to 3 years of age using the Ages & Stages Questionnaires™ and provide feedback to caregivers.
5. Facilitate referrals to connect families with prevention and intervention services through local health, education, and human services programs.
6. Review and share data with internal and external stakeholders regarding population-level outcomes of developmental and social-emotional screening, referrals to community services, and follow up activities.
7. Report all required financial and programmatic data into the reporting system as prescribed and provided by ~~the STATE~~ MDH.

C. ~~3.~~ Identification of Key Contacts, Follow Along Program Liaisons, and other GRANTEE staff:

1. ~~a.~~ The GRANTEE is expected to provide ~~the STATE~~ MDH at least one Key Contact to act as the CYSHN Follow-Up Program liaison. Key Contact Responsibilities:

i. Key Contacts will receive referrals of new cases. Key Contacts are responsible for assigning cases to other GRANTEE staff for follow-up, if appropriate.

ii. Key Contacts are responsible for ensuring that follow-up on cases occurs in a timely fashion.

iii. Key Contacts will obtain and maintain their access to MEDSS.

iv. Key Contacts are expected to keep other GRANTEE staff current on best practices on a continuous basis and relay communications from ~~the STATE~~ MDH to appropriate GRANTEE staff.

2. The Grantee will provide MDH with at least one contact to act as the Follow Along Program Liaison. Follow Along Program Contact responsibilities:

   i. Track and respond to enrollments and/or referrals into the program. Enrollments/referrals can come from MDH's enrollment system, local programs within local public health departments, school districts, community-based organizations, and others.

      a. Serve as a point of contact to receive email notifications from MDH's online enrollment system.

   ii. Serve as point of contact for MDH's Follow Along Program website, including providing MDH with up-to-date phone number and email to be posted on Follow Along Program Contact Information webpage.

   iii. Report on program process and outcome measures to MDH on a bi-annual basis (January and July).

   iv. Keep other GRANTEE staff current on best practices on a continuous basis and relay communications from MDH to appropriate GRANTEE staff.

3. ~~b.~~ The GRANTEE may identify additional staff from within its agency who will be involved in the follow-up of cases. If the staff member will need access to MEDSS to perform this follow-up, the staff member must complete training and the GRANTEE must provide the staff member's contact information to ~~the STATE~~ MDH.

4. ~~c.~~ Contact Changes: The GRANTEE is expected to update or submit any change of Key Contact or change in contact information for the Key Contact immediately. The GRANTEE is also expected to notify ~~the STATE~~ MDH immediately when a GRANTEE staff member no longer needs access to MEDSS.

D. ~~4.~~ Training of Key Contact(s), Follow Along Program Liaisons, and other GRANTEE staff:

1. ~~a. All Key Contacts are expected to~~ At least one Key Contact per agency must participate in STATE sponsored trainings that ~~the STATE~~ MDH determines necessary to perform program requirements.

   i. If the Key Contact changes, ~~the STATE~~ MDH will reimburse for the new Key Contact to complete the required training.

2. Follow Along Program staff should participate in the following trainings or technical assistance opportunities:

   i. Any staff member who is scoring the Ages and Stages Questionnaires must complete all trainings as required by the tool's publisher.

ii. Follow Along Program Liaisons should complete onboarding to any Follow Along Program software or data system packages. This includes reading through the Follow Along Program Manual.

iii. Each agency should send a minimum of one staff person to all Follow Along Program statewide and regional meetings. If unable to attend a meeting, the agency should reach out to the MDH Follow Along Program Coordinator or staff to get updates.

E. ~~5.~~ Performance Measures: The GRANTEE will participate in program improvement and evaluation activities with MDH staff. Performance measures for such improvement activities may include:

CYSHN Follow-Up: *Initial Nurse Assessment*

- Percent of initial nurse assessments completed with at least 2 problem areas documented as assessed in MEDSS.
- Percent of home visit initial nurse assessments with at least 4 problem areas documented as assessed in MEDSS
- Percent of cases completed within 1 month of referral.
- Average number of nursing interventions provided during initial nurse assessment.

CYSHN Follow-Up: *Second Nurse Assessment*

- Percent of second nurse assessments with at least 2 problem areas documented as assessed in MEDSS.
- Percent of cases completed within 3 months of referral.
- Average number of nursing interventions provided during second nurse assessment.

Follow Along Program

- Average number of referrals to health, education, and other community-based services.

Exhibit B1 – Payment

1. The GRANTEE will be compensated $75.00 per case for follow-up of each infant or child identified as lost to follow-up by the Early Hearing Detection and Intervention (EHDI) Program when they submit the required data using the form provided by ~~the STATE~~ MDH on a quarterly basis.

2. The GRANTEE will be compensated per case for follow-up of children diagnosed with a condition identified by ~~the STATE~~ MDH Children and Youth with Special Health Needs (CYSHN) Program when they submit the required data real time (as it is collected) through the Minnesota Electronic Disease Surveillance System (MEDSS) based on the criteria below:

   a. CYSHN Level One: Payment of $75.00 per case when the nurse provides minimal data to ~~the STATE~~ MDH (update of Address/Phone Number, Primary Language, Insurance status, home visiting status, Referral to IDEA Part C & Part B status) or attempts to contact the family but was unsuccessful in identifying needs with an initial nurse assessment. This includes:

      i. the nurse did not make contact with the family but was able to provide minimal data to STATE via a secondary source and documents the information in MEDSS; or

      ii. the nurse did not make contact with the family but was able to provide an updated address to ~~the STATE~~ MDH when requested; or

      iii. the nurse made contact with the family and was only able to provide minimal data to ~~the STATE~~ MDH but was not able to assess and document family needs in MEDSS; or

      iv. the nurse attempted to contact the family using multiple methods but was unsuccessful.

   b. CYSHN Level Two: Contact with family in order to identify needs through an initial nurse assessment.

      i. Level 2A (Electronic or office/clinic) = Payment of $225 per case for successfully providing an electronic or office/clinic initial nurse assessment (e.g., phone visit or telehealth) with the family in order to identify current services being used, identify needs and/or additional services that may be beneficial and for which the family is eligible, and connect families to identified resources. The assessment, interventions provided, and required data are documented in the appropriate LPH Wizard in MEDSS.

      ii. Level 2B (Home Visit)- Payment of $375 per case for providing a home visit with the family and successfully conducting an initial nurse assessment in order to identify current services being used, identify needs and/or additional services that may be beneficial and for which the family is eligible, and connect families to identified resources. The assessment, interventions provided, and required data are documented in the appropriate LPH Wizard in MEDSS.

   c. CYSHN Level Three: Confirm connection to referred service and second nurse assessment when indicated.

      i. Payment of $125 per case when a nurse has identified needed services/resources during the initial nurse assessment and has determined that a second assessment to confirm connection to referred services, identify additional needs and/or services that may be beneficial and for which the family is eligible, or connect families to additional services/resources that may be beneficial. The second nurse assessment, interventions provided, and the status of connection to the services recommended by the LPH nurse during the initial nurse assessment are documented in the appropriate LPH Wizard in MEDSS approximately 1 to 3 months after initial assessment.

3. For implementation of the Follow Along Program, the GRANTEE will be compensated in two installments per year based upon the completion and submission of biannual report to MDH. The GRANTEE will be reimbursed for services provided and reported on based on the following schedule:

Reporting Period	**Report Deadline**
January – June	July 31st
July – December	January 31st

4. Training of CYSHN Follow-Up Key Contact(s) and other GRANTEE staff:

All Key Contacts are expected to participate in ~~the STATE~~ MDH sponsored trainings that ~~the STATE~~ MDH determines necessary to perform program requirements. ~~the STATE~~ MDH will reimburse $150 for required training per person. In the event that the Key Contact changes, ~~the STATE~~ MDH will reimburse $150 for the new Key Contact to complete the required training.

Chisago County Request For Board Action

Meeting Date: September 18, 2024	***Item Number:*** **20**
Title of Item for Consideration: Board Appointment to the Opioid Settlement Advisory Council 2024-2026	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	

Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. The goal is to Appoint members that will vote to spend funds on topics and items such as Investing in youth prevention, the Advisory Council shall support children, youth, and families by making long-term investments in effective programs and strategies for community change. Focus on racial equity the Advisory Council shall direct significant funds to communities affected by years of discriminatory policies and now experiencing substantial increases in overdoses. Advisory Council members must reside or provide services in Chisago County, all Advisory Council members shall complete the Opioid Settlement Advisory Council application and meet selected criteria.

***Attachment(s)*:**

- Opioid Application Summary, Matthew Weiseman

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the appointment of Matthew Weiseman the Chisago County Opioid Settlement Advisory Council. The suggested motion is as follows:

"Move to Approve the appointment of Matthew Weiseman to the Chisago County Opioid Settlement Advisory Council."

***Implications of Action*:** The Board appointments of the Chisago County Opioid Settlement Advisory Council will allow them the opportunity to hold meetings, discuss and vote on how the funds from the Opioid Settlement should be spent.

***Budget/Financial Implications*:** Paid from State funds.

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

Administrator's Recommendation

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

2024-2026 Opioid Settlement Advisory Council Application summary

Below is a summary of the 2024-2026 Chisago County Opioid Settlement Advisory Council Applications. You will see their name and a brief description about why they would you like to be part of the Opioid Action Council

- Erica Bjerketvedt- I would like to help navigate the challenges of opioid addition in our communities and see preventative and responsive services readily available.

- Daniel McGonigle- I have a passion and belief in the people and the work that our council has started and wish to continue to be part of seeing that work through to a community strengthening conclusion.

- Sarah Kerkes- I have seen too many families torn apart by the Opioid Crisis. I know how this crisis affects both families and communities. I would like to continue to be a part of the solution.

- Lee Peterson- I feel it is my way of helping with the opioid epidemic in my neighborhood, as my current employer also works to battle to epidemic but is located in Pennsylvania.

- Kristi Hinsch- I have been part of the council since it started and would like to continue the Opioid council for 2024-2026.

- Patty Mattson- Just getting started and so much more work to be done!

- Marlys Dunne- This council has a vital role in our community to reduce opioid addictions and fatalities, as well as community education. The county board approves many of the action items this council initiates, so being part of this council will help me keep the other commissioners informed and supportive of all their efforts.

- Brandon Thyen- To bring my knowledge from the organizations I participate in to assist in the fight against opioid issues. To help save and change people's lives.

- Michele Hein- To continue to make a difference in the fentanyl & opioid epidemic with the sole purpose of saving as many lives as I can so other families don't have to live with the devastating loss of a loved one, like our family does.

- Doris Zacho- In honor of my son Maxx who passed away. I have knowledge of the inner workings of a home living with addiction. I understand the importance of education and awareness and compassion for those that are struggling as well as their families.

- Kelly Garrison- We have interactions with patients filling opioid prescriptions as well as those purchasing insulin syringes over the counter (sometimes for illegal drug use) every single day. Being a part of the Opioid Action Council would ensure that our staff has the most up to date information about opioid misuse in our community so that we are better able to be partners in community health and ensure that we are doing everything possible at the pharmacy counter to prevent overdose and improper storage/disposal of opioid medications in our patient population.

- Nicole Bellamy- Opioid use is at an all-time high. Currently Chisago County has limited resources to help those suffering making treatment and help less likely. We also need to reduce stigma in the community and provide resources to minimize crime and reduce risks to the community.

- Corinne (Cori) Sando- The work of the council is important, and I've appreciated being a part of this group that includes many outstanding, active and committed members. I can offer my opinions and/or ideas as an informed community member and as a member of a family that has been affected greatly in the past and continues to deal with the issue of alcoholism and drug addiction.

- Maggie Owen- I have been on the council for a year now and am very proud of what the OAC has been able to accomplish in that time. As a prosecutor, I have a professional stake and obligation to help prevent/disrupt opioid use in the community. On a more personal level, as mother and someone who has lost friends to opioid addiction, I want to do what I can to deter my child and other children from using opioids. With all of this, I am very much motivated to continue working as a member of the OAC and hopeful that I will have that opportunity.

- Russ Hanes- I believe I bring a unique perspective to the council in that my experience and our organization focuses on veteran, and "first responder" mental health, substance abuse, and the unique challenges they face.

- Sandra King- I did not even know this council existed! An acquaintance reached out and suggested I apply. I did some research, and I am intrigued. I believe my personal experience could contribute to the council in a unique way. I also think the things I could learn from serving on the council could benefit my recovery community in a big way. Having served on the MNNAC BOD since 2015, I come with experience of coming together as a group to serve a larger sector of individuals, with the goal in mind to help the suffering addict.

- Matthew Weiseman - I have a strong passion for the treatment of individuals with substance use disorders, and have expertise in the treatment of Opioid Use Disorder. I have been a Suboxone provider for the last 4 years with the M Health Fairview clinic in North Branch. I have also led our entire organization on improving access treatment for OUD from a Primary Care perspective. I have led teams at Fairview in creating clinical tools for providers, and education for nearly all levels of staff, from other providers, nurses, and medical assistants. I would like to get more involved from a community aspect and think I can bring a lot of clinical expertise to the council.
-

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **21**
Title of Item for Consideration: 'Old Jail' Site Sale Price Discussion	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration
Previous Action on this Matter: None.	

Background: According to MN Stat. 373.01 subd. 4, Chisago County may 'sell, lease, and convey real or personal estate owned by the county, and give contracts or options to sell, lease, or convey it, and make orders respecting it as deemed conducive to the interests of the county's inhabitants.'

The County cannot sell the property until first advertising for bids or proposals in the **official newspaper of the county and the county's website for three consecutive weeks**, and once in a newspaper of general circulation in the area where the property is located.

The notice shall state the time, place, and manner of considering and accepting proposals, and contain a legal description of any real estate. After publication in the official newspaper, county website, and relevant newspaper of general circulation, bids may be solicited and accepted by the online auction process authorized in section 471.345, subdivision 17. Leases and proposals that do not exceed $15,000 for any one year may be negotiated and are not subject to the competitive bid procedures of this section. All proposals estimated to exceed $15,000 in any one year shall be considered at the time set for accepting proposals, and the one most favorable to the county accepted, but the county board may, in the interest of the county, reject any or all proposals.

According to the Chisago County Assessor's Office, the 'Old Jail' Site should be listed at $750,000. Listing it below $750,000 may result in a shorter marketing period (less than 1 year) where listing it over $750,000 may result in a longer marketing period (more than 1 year).

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners list the 'Old Jail' site for sale for $_____ by the Chisago County HRA-EDA. The following motion is suggested to appoint/reappoint each individual:

"Move to list the 'Old Jail' site for sale for $_____ by the Chisago County HRA-EDA."

Implications of Action: If the recommended actions are undertaken, the County Board will have directed staff to list the 'Old Jail' site for sale.

Budget/Financial Implications: None.

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

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

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **22**
Title of Item for Consideration: Courthouse Fire Panel – Cellular Connectivity	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration
Previous Action on this Matter: None.	

Background: Recently, the Center City Government Center had an issue with the annunciator panel (the fire alarm control panel is connected to it as well) going off after normal working hours, it was originally thought to be the exterior employee entrance door late, loud screeching noise due to not being closed fully.

It has been determined that adding cellular connectivity will help alleviate the issues with the current analog lines. With cellular connectivity, an individual will not be required to reset the panel in person because it can be reset virtually. The cellular modem will be the connectivity that replaces the analog line/lines that dial out when there is an issue.

MONITORING CHARGES:

- **$ 360** per year for the monitoring of the FIRE ALARM system for the term of this agreement.

CELLULAR SERVICE CHARGES:

- **$ 420** per year for the cellular service of the FIRE ALARM system for the term of this agreement.

SETUP AND PROGRAMMING CHARGES:

- **$ 2,184** 1-Time charge to provide/install/program cellular communicator.

TOTAL = $2,964 for 2024, $780 every year forward

Attachments:

- ECSI Fire Alarm Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve connecting the Fire Panel in the Chisago County Government Center to cellular monitoring. The following motion is suggested to appoint/reappoint each individual:

"Move to approve connecting the Fire Panel in the Chisago County Government Center to cellular monitoring."

Implications of Action: If the recommended actions are undertaken, the County Board will have approved connecting the County Government Center's Fire Panel to cellular monitoring.

Budget/Financial Implications: $2,964 to be paid out of 2024 unallocated CIP ***Legal/Policy Implications***: The proposed activities are 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 _____

7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

FIRE ALARM AGREEMENT

Subscriber's Name: CHISAGO COUNTY, GOVERNMENT CENTER Direct No.: 651-213-8204

Protected Property Address: 313 North Main Street, Center Street, MN 55012 Email: Dennis.Wilton@chisagocounty.us Cell No.: 651-775-9996

SALE AND INSTALLATION

ECSI System Integrators (hereinafter referred to as "ECSI " or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation charges.** Passcode to software remains the property of ECSI. Software programmed by ECSI is the intellectual property of ECSI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. ECSI's signs and decals remain the property of ECSI and must be removed upon termination of this agreement.

☐ **Check if Fire Alarm System to Code:**
Initial here_____ if fire alarm system is to be installed pursuant to filed plans and specifications filed by _____ filed with and approved by Authority Having Jurisdiction [AHJ].

☐ **Check if system includes Area of Refuge two-way communication system. If this service is included ECSI will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.**

☐ **Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ.**

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, ECSI makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not ECSI's responsibility to apply for any permits or fees in connection with such equipment. The law requires and ECSI recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by ECSI are not additional equipment which would require AHJ approval.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: ☒ Annually

☒ **1. MONITORING CHARGES:**
☒ Subscriber agrees to pay ECSI the sum of **$ 360** per year for the monitoring of the FIRE ALARM system for the term of this agreement.

CELLULAR SERVICE CHARGES:
☒ Subscriber agrees to pay ECSI the sum of **$ 420** per year for the cellular service of the FIRE ALARM system for the term of this agreement.

SETUP AND PROGRAMMING CHARGES:
☒ Subscriber agrees to pay ECSI the sum of **$ 2,184** 1-Time charge to provide/install/program cellular communicator.

☐ **2. SERVICE CHARGES: (Select a or b)**
☐ (a) Subscriber agrees to pay ECSI on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay ECSI for all parts and labor at the time of service. **Subscriber to initial for per call service option:** _____

☐ (b) Subscriber agrees to pay ECSI the sum of $_____ per year, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service.

☒ **3. INSPECTIONS:** Subscriber agrees to pay ECSI the sum of **$ TIME & MATERIAL** per year for the term of this agreement, for inspection service. If this option is selected ECSI will make inspection(s) as indicated below. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at $125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. ECSI will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, and Sprinkler, Pre-Action or Releasing is not indicated below, the inspection does not include inspection or testing of sufficiency of water supply, for which ECSI has no responsibility or liability.

Inspections shall include:

☒ **Fire Alarm**	☒ **Annually**	☐ **Bi- Annually**	☐ **Quarterly**
☐ **EM Sign/Lights $10 per**	☐ **Annually**	☐ **Bi- Annually**	☐ **Quarterly**
☐ **Fire/Egress Doors $25 per**	☐ **Annually**	☐ **Bi- Annually**	☐ **Quarterly**

Inspections to be performed during the following hours:
☒ Normal Business Hours 7am-3:30pm, Mon-Fri, Standard Hourly Rate
☐ After Hours and/or Saturday, Time and a Half
☐ Sundays & Holidays, Double Time

☐ **4. UL CERTIFICATE:** Subscriber agrees to pay ECSI the sum of **$**_____ per year for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected ECSI will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay ECSI for any inspections or required changes at ECSI's then prevailing rates.

☐ **5. UL RUNNER SERVICE:** Subscriber agrees to pay ECSI the sum of $_____per year for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected ECSI's Runner upon notification from central station of any alarm, supervisory or trouble signals, to the best of ECSI's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue ECSI 2 sets of all keys necessary for ECSI to enter into all locked areas of Subscriber's location. Subscriber agrees to pay ECSI for any additional Runs at ECSI's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once ECSI is on site.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY $_____ PER YEAR WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.**

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, ECSI or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of ECSI or its central station and ECSI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of ECSI and are not maintained by ECSI except ECSI may own the radio network and ECSI shall not be responsible for any failure which prevents transmission signals or data from reaching the central station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish ECSI with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List ECSI will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ECSI's notification obligation. All changes and revisions to the account information shall be supplied to ECSI in writing. Subscriber authorizes ECSI to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests ECSI to reprogram system functions remotely, Subscriber shall pay ECSI $120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at ECSI's customary charges. ECSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event central station's facility or communication network

is nonoperational or Subscriber's system is sending excessive false alarms. Central station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay on a time and material basis with a two hour minimum.

7. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of three years. This agreement shall renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof ECSI shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by ECSI shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ECSI.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, ECSI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of time based upon proposal. ECSI reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. ECSI's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. ECSI is not the manufacturer of the equipment and other than ECSI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any**. Except as set forth in this agreement, ECSI makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and ECSI shall not be liable for consequential damages. ECSI does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. ECSI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose**. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ECSI. ECSI shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by ECSI shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ECSI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ECSI has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ECSI's breach of this agreement or negligence to any degree under this agreement is to require ECSI to repair or replace, at ECSI's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If ECSI is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ECSI's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of ECSI, ECSI shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ECSI the sum of $1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of ECSI on less than 24 hour notice to ECSI. If installation is delayed for more than one year from date hereof through no fault of ECSI, Subscriber agrees to pay an additional 5% of the contract of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. ECSI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ECSI's sole discretion for the installation and service of the equipment, and ECSI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

12. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify ECSI if any equipment is in need of repair. ECSI shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, ECSI shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 24 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ECSI.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse ECSI for any fees or fines relating to permits, code compliance or false alarms. ECSI shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ECSI be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ECSI for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of ECSI assigned by ECSI to perform any service for or on behalf of Subscriber for a period of two years after ECSI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ECSI shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ECSI, times twelve, together with ECSI's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which ECSI is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons ECSI requiring any services or appearances, Subscriber agrees to pay ECSI $150 per hour for such services and appearances.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ECSI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by ECSI's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ECSI or ECSI's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ECSI. ECSI shall have the right to assign this agreement and shall be relieved of any obligations created herein upon such assignment.

16. EXCULPATORY CLAUSE: ECSI and Subscriber agree that ECSI is not an insurer and no insurance coverage is offered herein. The fire alarm and ECSI's services are designed to detect and reduce certain risks of loss, though ECSI does not guarantee that no loss or damage will occur. ECSI is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ECSI's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. Subscriber releases ECSI from any claims for contribution, indemnity or subrogation.

17. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and ECSI is named as additional insured and which shall cover any loss or damage ECSI's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or ECSI's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ECSI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against ECSI and its subcontractors for loss or damages caused by perils intended to be detected by ECSI's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ECSI AS A RESULT OF ECSI'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ECSI'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT ECSI'S LIABILITY SHALL BE LIMITED TO THE SUM OF $250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ECSI'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH ECSI'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by ECSI, the payments to be made by the Subscriber for the term of this agreement form an integral part of ECSI's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ECSI's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ECSI, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event ECSI retained ownership of the communication system and Subscriber breaches this agreement ECSI may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. ECSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ECSI in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. In order to secure all indebtedness or liability of Subscriber to ECSI, Subscriber hereby grants ECSI a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and ECSI may execute and file UCC-1 statement. The prevailing party in any litigation or arbitration shall pay the

other's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by ECSI against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST ECSI ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, UNDER ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this arbitration provision you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. This agreement to arbitrate shall survive the termination of this agreement. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Minnesota and agree that any litigation or arbitration between the parties may be commenced and maintained in Hennepin County, Minnesota.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

20. ECSI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ECSI is authorized and permitted to subcontract any services to be provided by ECSI to third parties who may be independent of ECSI, and that ECSI shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints ECSI to act as Subscriber's agent with respect to such third parties, except that ECSI shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ECSI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of ECSI.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify ECSI in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event ECSI discovers the presence of suspected asbestos or other hazardous material ECSI shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed. If ECSI, in its sole discretion, determines that continuing the work poses a risk to ECSI or its employees or agents, ECSI may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate ECSI for all services rendered and material provided to date of termination. ECSI shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ECSI be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

22. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

ECSI:

By: JIM MORRIS

Dated: 08/29/2024

SUBSCRIBER:

Subscriber: Signature by Authorized Officer _____ Print Name _____

Billing Mailing Address _____

Billing Email Address _____

Billing Contact Name _____ Tax ID or EIN _____ Phone Number _____

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **23*****

Title of Item for Consideration: FINAL Contract Payments for SP 013-623-010 CSAH 23/CSAH 24 Roundabout Project

Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works

Previous Action on this Matter: Projects have been previously approved and awarded.

Background: The final contract payment amount for the CSAH 23/CSAH 24 Roundabout Project is $51,117.57. The revised contract amount was $2,688,321.39 and the total work certified amount was $2,739,390.60.

Attachment(s):

- Final Contract Voucher – CSAH 23/CSAH 24 Roundabout Project (*available upon request*)

Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract CSAH 23/CSAH 24 Roundabout Project. The following motion is suggested:

"Move to approve final payment for the CSAH 23/CSAH 24 Roundabout Project."

Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the project.

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

***Legal/Policy Implications*:** The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** **24*****
Title of Item for Consideration: Application for Exempt Permit – Knights of Columbus	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the Knights of Columbus, so that the applicants can conduct a lawful raffle on January 7, 2025. Knights of Columbus is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – Knights of Columbus
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Knights of Columbus' application to conduct a raffle at their event on January 7, 2025. The recommended motion is as follows:

"Move to approve the Knights of Columbus' application to conduct a raffle at their event on January 7, 2025."

Implications of Action: Approving tonight's action would allow the Knights of Columbus to raise money for its non-profit organization and its activities.

Budget/Financial Implications*:* None – Approving the permit has any budget/financial implications on Chisago County.

Legal/Policy Implications*:* The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

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

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. 24/0918-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE KNIGHTS OF COLUMBUS – CHISAGO COUNTY

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at St. Joesph Churchl located at 490 Bench Street, Taylors Falls, MN 55084.

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

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

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

Approved: September 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus Council 15227

Previous Gambling Permit Number: X[redacted]

Minnesota Tax ID Number, if any: 6165073

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: 2117 250TH STREET

City: ST CROIX FALLS State: WI Zip: 54024 County: POLK

Name of Chief Executive Officer (CEO): WILLIAM MAASSEN

CEO Daytime Phone: [redacted] CEO Email: [redacted]

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): ST JOSEPH CHURCH

Physical Address (do not use P.O. box): 490 BENCH STREET, TAYLORS FALLS, MN 55084

Check one:

☑ City: TAYLORS FALLS Zip: 55084 County: CHISAGO

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): JANUARY 7TH 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- [X] The application is acknowledged with no waiting period.
- [ ] The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- [ ] The application is denied.

Print City Name: Brandon Weiberg

Signature of City Personnel: [signature]

Title: Mayor Date: 9-9-24

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

- [ ] The application is acknowledged with no waiting period.
- [ ] The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- [ ] The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: WILLIAM MAASSEN

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

CORR.

Summary of Local Government Cannabis Aid Certified for 2024

Local Government Cannabis Aid is available to cities with licensed cannabis businesses and all Minnesota counties. The annual appropriation comes from a tax imposed on any cannabis product retailer that sells taxable cannabis products. The tax is equal to 10% of gross receipts from retail sales in Minnesota of taxable cannabis products.

The Office of Cannabis Management (OCM) must certify to the Department of Revenue by June 1 of each year the number of cannabis businesses, as defined under Minnesota Statutes, section 342.01, subdivision 14, and licensed under M.S. Chapter 342 as of the previous January 1. OCM's 2024 certification indicated there were no businesses as of January 1, 2024.

Minnesota Management and Budget (MMB) must certify to the Department of Revenue by July 15 of each year the balance of the local government cannabis aid account as of the immediately preceding June 30. MMB's 2024 certification stated the balance was $1,839,096.78 on June 30, 2024.

Counties

The calculation for counties has two components:

I. 20% of the aid amount certified is distributed equally among all counties.
II. 80% of the aid amount certified is distributed proportionally to each county according to the number of cannabis businesses located in the county as compared to the number of cannabis businesses in all counties.

I. Equally Distributed Aid

A total of $183,909.30 is available to be distributed equally among all counties for calendar year 2024.

II. Proportionally Distributed Aid

A total of $735,639.09 is available to be proportionally distributed among counties. This amount will be carried over to 2025 because there were no licensed cannabis businesses as of January 1, 2024.

Cities

The aid amount certified to cities is distributed proportionally to each city based on the number of cannabis businesses located within the city as compared to the number of cannabis businesses in all cities.

A total of $919,548.39 is available to be proportionally distributed among cities. This amount will be carried over to 2025 because there were no licensed cannabis businesses as of January 1, 2024.

Local Government Cannabis Aid Payment Date

Local Government Cannabis Aid is paid to counties and cities on December 26 each year.

DEPARTMENT OF REVENUE

2024 Local Government Cannabis Aid: Counties

COUNTY	EQUAL DISTRIBUTION AID	PROPORTIONAL DISTRIBUTION AID	CERTIFIED 2024 LOCAL GOVERNMENT CANNABIS AID
AITKIN	$2,113.90	$0.00	$2,113.90
ANOKA	$2,113.90	$0.00	$2,113.90
BECKER	$2,113.90	$0.00	$2,113.90
BELTRAMI	$2,113.90	$0.00	$2,113.90
BENTON	$2,113.90	$0.00	$2,113.90
BIG STONE	$2,113.90	$0.00	$2,113.90
BLUE EARTH	$2,113.90	$0.00	$2,113.90
BROWN	$2,113.90	$0.00	$2,113.90
CARLTON	$2,113.90	$0.00	$2,113.90
CARVER	$2,113.90	$0.00	$2,113.90
CASS	$2,113.90	$0.00	$2,113.90
CHIPPEWA	$2,113.90	$0.00	$2,113.90
CHISAGO	$2,113.90	$0.00	$2,113.90
CLAY	$2,113.90	$0.00	$2,113.90
CLEARWATER	$2,113.90	$0.00	$2,113.90
COOK	$2,113.90	$0.00	$2,113.90
COTTONWOOD	$2,113.90	$0.00	$2,113.90
CROW WING	$2,113.90	$0.00	$2,113.90
DAKOTA	$2,113.90	$0.00	$2,113.90
DODGE	$2,113.90	$0.00	$2,113.90
DOUGLAS	$2,113.90	$0.00	$2,113.90
FARIBAULT	$2,113.90	$0.00	$2,113.90
FILLMORE	$2,113.90	$0.00	$2,113.90
FREEBORN	$2,113.90	$0.00	$2,113.90
GOODHUE	$2,113.90	$0.00	$2,113.90
GRANT	$2,113.90	$0.00	$2,113.90
HENNEPIN	$2,113.90	$0.00	$2,113.90
HOUSTON	$2,113.90	$0.00	$2,113.90
HUBBARD	$2,113.90	$0.00	$2,113.90
ISANTI	$2,113.90	$0.00	$2,113.90
ITASCA	$2,113.90	$0.00	$2,113.90
JACKSON	$2,113.90	$0.00	$2,113.90
KANABEC	$2,113.90	$0.00	$2,113.90
KANDIYOHI	$2,113.90	$0.00	$2,113.90
KITTSON	$2,113.90	$0.00	$2,113.90
KOOCHICHING	$2,113.90	$0.00	$2,113.90
LAC QUI PARLE	$2,113.90	$0.00	$2,113.90
LAKE	$2,113.90	$0.00	$2,113.90
LAKE OF THE WOODS	$2,113.90	$0.00	$2,113.90
LE SUEUR	$2,113.90	$0.00	$2,113.90
LINCOLN	$2,113.90	$0.00	$2,113.90
LYON	$2,113.90	$0.00	$2,113.90
MCLEOD	$2,113.90	$0.00	$2,113.90

DEPARTMENT OF REVENUE

COUNTY	EQUAL DISTRIBUTION AID	PROPORTIONAL DISTRIBUTION AID	CERTIFIED 2024 LOCAL GOVERNMENT CANNABIS AID
MAHNOMEN	$2,113.90	$0.00	$2,113.90
MARSHALL	$2,113.90	$0.00	$2,113.90
MARTIN	$2,113.90	$0.00	$2,113.90
MEEKER	$2,113.90	$0.00	$2,113.90
MILLE LACS	$2,113.90	$0.00	$2,113.90
MORRISON	$2,113.90	$0.00	$2,113.90
MOWER	$2,113.90	$0.00	$2,113.90
MURRAY	$2,113.90	$0.00	$2,113.90
NICOLLET	$2,113.90	$0.00	$2,113.90
NOBLES	$2,113.90	$0.00	$2,113.90
NORMAN	$2,113.90	$0.00	$2,113.90
OLMSTED	$2,113.90	$0.00	$2,113.90
OTTER TAIL	$2,113.90	$0.00	$2,113.90
PENNINGTON	$2,113.90	$0.00	$2,113.90
PINE	$2,113.90	$0.00	$2,113.90
PIPESTONE	$2,113.90	$0.00	$2,113.90
POLK	$2,113.90	$0.00	$2,113.90
POPE	$2,113.90	$0.00	$2,113.90
RAMSEY	$2,113.90	$0.00	$2,113.90
RED LAKE	$2,113.90	$0.00	$2,113.90
REDWOOD	$2,113.90	$0.00	$2,113.90
RENVILLE	$2,113.90	$0.00	$2,113.90
RICE	$2,113.90	$0.00	$2,113.90
ROCK	$2,113.90	$0.00	$2,113.90
ROSEAU	$2,113.90	$0.00	$2,113.90
ST. LOUIS	$2,113.90	$0.00	$2,113.90
SCOTT	$2,113.90	$0.00	$2,113.90
SHERBURNE	$2,113.90	$0.00	$2,113.90
SIBLEY	$2,113.90	$0.00	$2,113.90
STEARNS	$2,113.90	$0.00	$2,113.90
STEELE	$2,113.90	$0.00	$2,113.90
STEVENS	$2,113.90	$0.00	$2,113.90
SWIFT	$2,113.90	$0.00	$2,113.90
TODD	$2,113.90	$0.00	$2,113.90
TRAVERSE	$2,113.90	$0.00	$2,113.90
WABASHA	$2,113.90	$0.00	$2,113.90
WADENA	$2,113.90	$0.00	$2,113.90
WASECA	$2,113.90	$0.00	$2,113.90
WASHINGTON	$2,113.90	$0.00	$2,113.90
WATONWAN	$2,113.90	$0.00	$2,113.90
WILKIN	$2,113.90	$0.00	$2,113.90
WINONA	$2,113.90	$0.00	$2,113.90
WRIGHT	$2,113.90	$0.00	$2,113.90
YELLOW MEDICINE	$2,113.90	$0.00	$2,113.90
STATEWIDE	**$183,909.30**	**$0.00**	**$183,909.30**

County Program Aid

Considerations for the 2025 Session (Draft 09/12/24)

BACKGROUND

County Program Aid (CPA) was enacted in 2003, consolidating multiple predecessor programs. Since its initial distribution in 2004, CPA has been the primary (only) state general purpose aid aimed at general levy relief by helping offset some costs incurred by counties to administer state programs. In doing so, this flexible aid is essential to supporting the county organizational capacity required to implement state mandates, and importantly, to achieve the outcomes intended by the state.

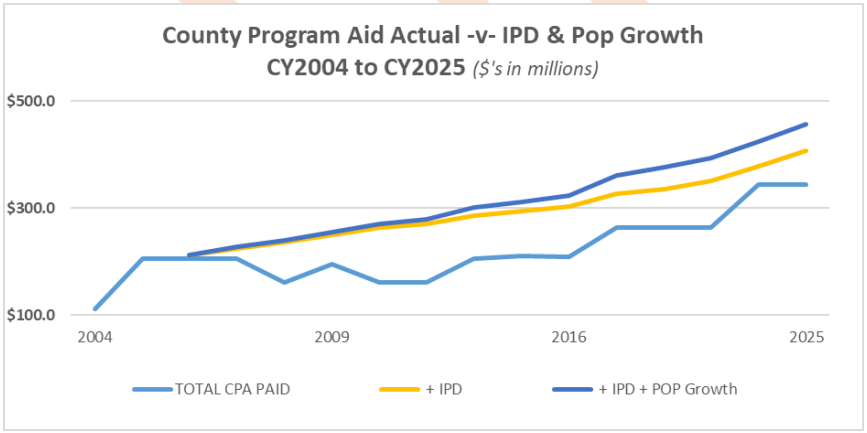
The state also distributes program specific aid to counties, such as for adult mental health and probation and community corrections. And, in recent years, has established aid programs to help address critical housing needs, such as state affordable housing aid (SAHA) and homelessness prevention aid. Such aids address critical statewide needs at a local level. At the same time, those program specific aids are designed to be targeted for new and/or expanded work to achieve policy objectives. I many cases, counties are expected to fund the administrative infrastructure and staff necessary to administer those programs, which may only partially cover program costs.

About 45% of the total CPA appropriation is distributed based upon each counties relative share of three need factors (*age-adjusted population, crime levels, and SNAP caseloads*), while the remaining 55% is distributed under a tax base equalization formula. Each county's allocation can be used for general purposes. Currently, about 55% of total aid amounts are distributed to counties outside the seven-county metro, and 45% to counties within the seven-county metro.

As member counties discuss their legislative priorities for 2025, this one-pager aims to provide data and context for evaluating the significant ($90 million) annual increase in CPA starting in 2024, and the merits of seeking additional increases to CPA or other aid programs in the 2025 legislative session.

Historic $90 Million Annual Increase Enacted in 2023

Restored Much of Gap Resulting from Annual Inflation Adjustment Being Eliminated in 2004



As illustrated in the chart, had CPA kept pace with inflation pressures, the annual appropriation would total about $433 million for 2025.

2023 legislative action approving a historic $90 million increase took a giant step toward closing the gap between actual funding levels and the original value of CPA when it was enacted in 2004. Under current law, funding will remain flat even as counties face cost pressures, including for new state programs.

Chisago County Board of Commissioners
September 18th 2024
310

What happens when CPA appropriations are no annually adjusted for inflation?

- **Total aid levels stay flat, while costs rise, and more of those costs are funded by levy (property tax).**
- **Because the CPA formula is designed to allow shifts in aid allocations from year to year, those shifts are have greater downside for counties losing aid than would otherwise be the case if the appropriation kept pace with inflation.**
    - For example, **52 counties will receive less CPA in Pay2025 than they received in Pay2024**, while the total amount appropriated was unchanged.
    - IF CPA appropriations had been increased for 2025 to account for common budget pressures, *such as related to staff costs and the price of equipment and materials*, MICA estimates **only 8 counties would be certified to receive less in Pay2025** than Pay2024.

In 2024, MICA led an effort to introduce SF4247, a bill that would have annually increased the total appropriation for CAPA to reflect local government cost pressures. The bill was heard in the Senate, although limited state budget resources meant the few supplemental budget adjustments were likely to be considered in last session.

Language similar to the House companion, HF3848, was passed by the House in 2023.

Maintaining a balance of levy and aid

Most counties use CPA to reduce the total amount levied. As such, CPA as a percentage of levy plus aid has historically been a common measure for evaluating state-local partnership to fund public services, including the many programs that counties administer on behalf of the state.

At the beginning of the 2000's, total general purpose state aid to counties represented about 13% of levy plus aid. By 2012, a low point for CPA levels, aid represented only about 5.7% of levy plus aid. The $90 million increase the CPA share to about 8 percent, a threshold that is likely to diminish as counties face cost pressures and CPA remains flat, and declines for many counties.

County Levy plus County Program Aid (CPA)

Pay2012 compared to Pay2024

	2012	2024	2012	2024
Levy	$ 2,670.2	$ 3,965.1	94.3%	92.0%
CPA	$ 161.1	$ 344.4	5.7%	8.0%
Levy + Aid	$ 2,831.3	$ 4,309.5	100.0%	100.0%

FAMILY PATHWAYS

WE'RE REOPENING OUR DOORS!

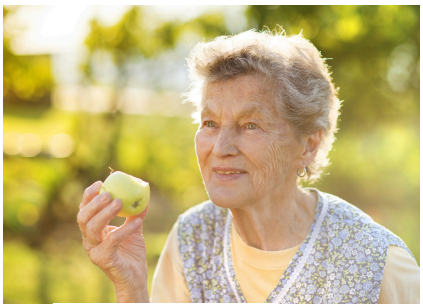
CHISAGO LAKES FOOD SHELF

You're invited to our fun grand reopening event!

TUESDAY, SEPTEMBER 24TH FROM 4PM-6PM

Please join us as we celebrate the grand reopening of our

Chisago Lakes SUPER Shelf.



CHISAGO COUNTY ship statewide health improvement partnership

SuperShelf

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How AMC Works for *Chisago County*

Association of Minnesota Counties

AMC's Support for County Budgets

Over the last five years, AMC has worked at the state and federal level to maximize the financial resources available to counties. These resources range from very flexible base support like County Program Aid, to specific funding streams that support county services like community supervision funding, to one-time funds to support a specific need like the federal COVID Recovery funds. Your dues, proposed to be $27,356 for 2025, make up the largest part of the AMC budget that pays the staff to do this work. Below you will find some information on how this work has benefitted Chisago County. The funding amounts below reflect either new funding streams or increases to existing sources since 2019, totaling $24,534,189 for your county.

Legislative Funding Successes

- County Program Aid increased by $265,974 in 2020 and $941,124 in 2023 for a total of $1,207,098. These are ongoing increases.
- The legislature provided funds to counties for relief from potential liability in the tax forfeited property settlement, estimated to be $1,637,576.
- Counties distributed state aid to businesses in response to the pandemic, $1,117,288 in Chisago County.
- Funding for community supervision will increase in all counties regardless of probation delivery system. For Chisago County the increase will be $524,747.
- Across all categories of transportation funding, the increase for Chisago County will be $441,861.
- Public health funding was increased by $43,661 for your county in 2021 with additional statewide investments of $19.2 million in 2023.
- The legislature created a new public safety aid fund and Chisago County's allocation is $1,138,241.
- In statewide housing aid, the allocation is $130,416.
- Payment in Lieu of Taxes (PILT) payments increased for Chisago County by $1,331.
- SCORE grants for solid waste management increased by $30,583.
- The allocation for Local Homelessness Prevention Aid is $36,694.
- The new cannabis aid was recently certified for 2024 at $2,114 for Chisago County, but significant growth is expected as retail sales begin in 2025.
- One-time aid for Medical Assistance costs brought $280,355 to Chisago County.
- Funds were allocated to reimburse counties for the county share of DHS errors related to substance use disorder services within institutions of mental disease (IMDs). This relieves Chisago County of the burden of repaying $66,326.
- Between 2019 and 2023, the legislature allocated $420 million to broadband infrastructure programs, primarily the Border-to-Border program, but also mapping projects, the low-density grant program, and others.
- The legislature has also created a $5 million per year fund to help cover local costs of election administration.

Federal Funding Successes

- The CARES Act brought $6,786,091 into Chisago County.
- An additional $10,989,807 came from American Rescue Plan (ARPA).
- The Local Aid and Tribal Consistency Fund (LATCF) allocated $100,000 to help cover costs related to federal lands in your county.