



Board of Commissioners
REGULAR MEETING – Wednesday, October 16, 2024
County Board Room, Room 172

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

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

Regional Rail Authority (MN Stat. 398A.03)

1.) CSAH 30 Reconstruction Project Improvements TAB 1

Chisago County Ditch/Drainage Authority (MN Stat. 103E.202, subd. 4)

2.) Ditch #7 Improvements TAB 2

Road & Bridge Committee of the Whole:

Discussion

3.) County Engineer's Report TAB 3
4.) Advance Construction Resolution – CSAH 10 TAB 4
5.) Out of State Travel Request – National Association of County Engineers, Schaumburg IL TAB 5
6.) TH 8 Reconstruction Final Design Services Contract TAB 6
7.) Right of Way Acquisition Services Contract – CSAH 19 Roundabout and Reconstruction TAB 7

Board of Commissioners' Business Meeting

Consent Agenda:

3.) R&B Committee Recommendation – County Engineer's Report TAB 3
4.) R&B Committee Recommendation – Advance Construction Resolution – CSAH 10 TAB 4
5.) R&B Committee Recommendation – Out of State Travel Request – NACE, Schaumburg IL TAB 5
6.) R&B Committee Recommendation – TH 8 Reconstruction Final Design Services Contract TAB 6
7.) R&B Committee Recommendation – Right of Way Acquisition Services – CSAH 19 TAB 7
8.) Minutes from the October 2, 2024 – County Board of Commissioners Meeting TAB 8
9.) Payment of County's Warrants and Miscellaneous Bills TAB 9
10.) Mileage Reimbursement Request – HHS TAB 10

Environmental Services/Zoning Report – Kurt Schneider, Director

11.) Director's Report TAB 11
12.) Virginia Carlson "Hirsh Homestead" Preliminary Plat TAB 12
13.) Mariah Van Heel Interim Use Permit – Accessory Structure Without a Principal Structure TAB 13
14.) Dennis Batty "Goose Lake Acres" Preliminary Plat TAB 14
15.) Virginia Carlson "Fjellansbole Acres" Preliminary Plat TAB 15
16.) Jaime Jacobson & Lisa Logue IUP – Accessory Structure Without a Principal Structure TAB 16
17.) Larry Hansen "Ponytail Addition" Final Plat TAB 17
18.) 2025 Board of Water and Soil Resources Grant Agreement for 2025 SSTS Program TAB 18

Other Business of the County Board

19.)	October 9 th Budget and Finance Committee Report	TAB 19
20.)	2025 Law Enforcement Services Contracts	TAB 20
21.)	Children's Mental Health Screening Grant 2025	TAB 21
22.)	Appointment Daryl Moeller as Chisago County Assessor	TAB 22
23.)	HHS Interview Rooms Project – 2024 CIP	TAB 23

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

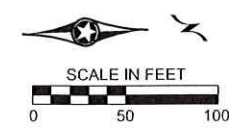
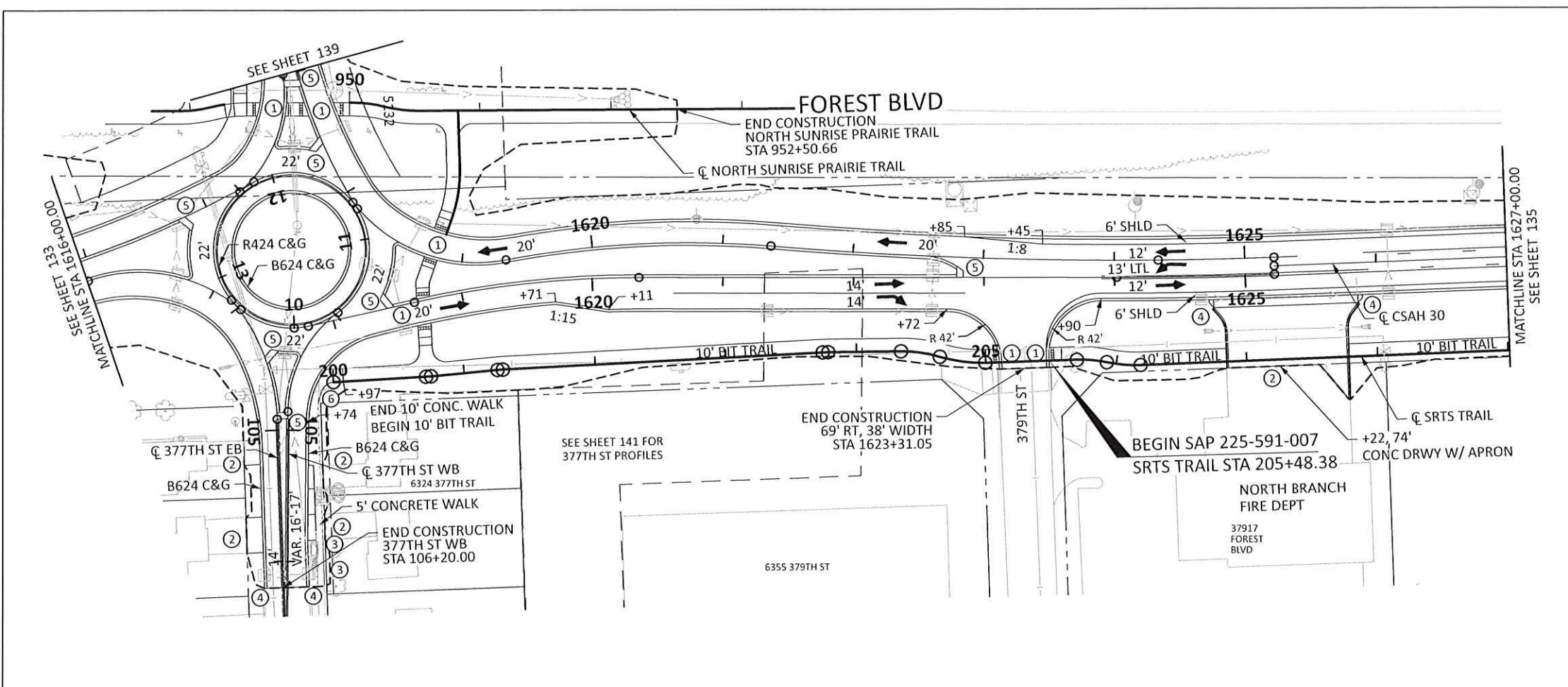
Upcoming Schedule

- Wednesday, October 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

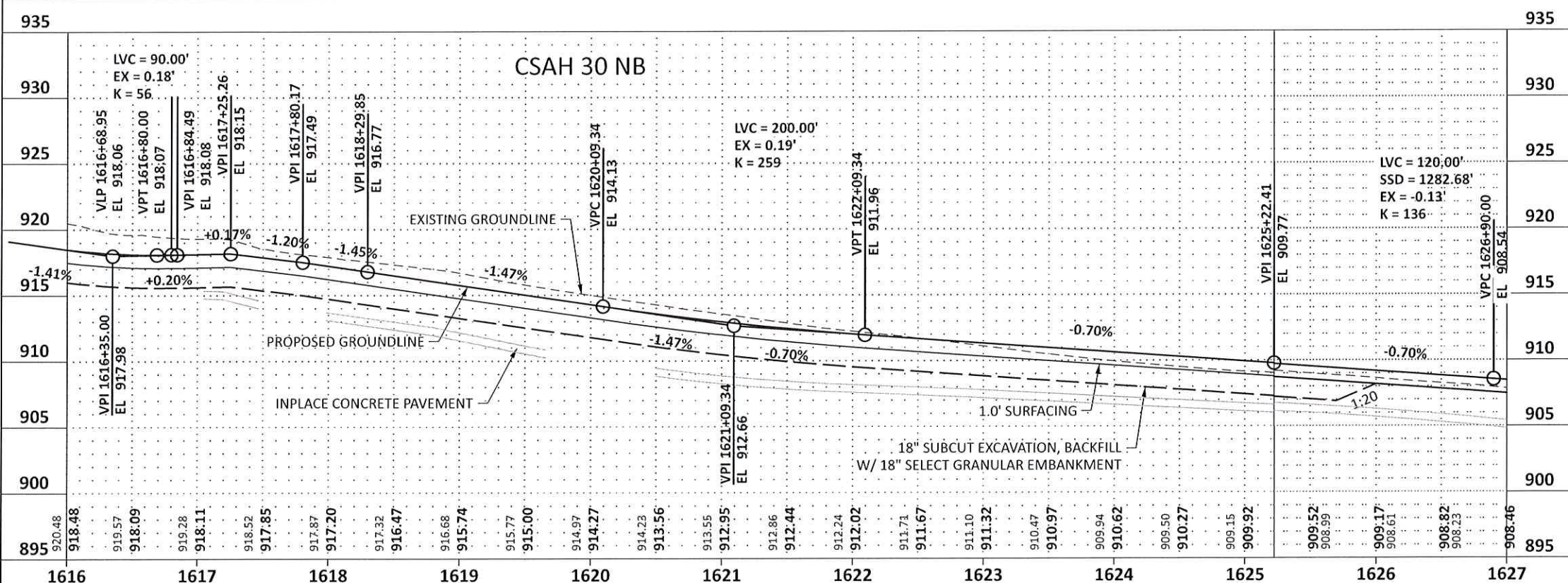
Chisago County Request for Board Action

Meeting Date: October 16, 2024		Item Number: 1	
Title of Item for Consideration: Regional Rail Authority – CSAH 30 Reconstruction Project Improvements			
Action Requested by: Joe Triplett, Director		Department: Public Works	
Previous Action on this Matter: None.			
Background: As apart of the CSAH 30 Reconstruction Project, there is Chisago County Regional Rail Authority right of way that is impacted. As such, the proposed work requires the approval of the Regional Rail Authority. Included s the plan sheet showing the work. Attachment(s): • Plan Sheet			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the CSAH 30 Reconstruction project improvements which impact the right away which is under the jurisdiction of the Chisago County Regional Rail Authority. The following motion is suggested: <i>“Move to approve the CSAH 30 Reconstruction project improvements which impact the right away which is under the jurisdiction of the Chisago County Regional Rail Authority.”</i>			
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for work will be through the project. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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- ### LEGEND
- CONSTRUCTION LIMITS
 - - - EXISTING R/W
 - - - PROPOSED R/W
 - - - TEMPORARY EASEMENT
 - - - PERMANENT EASEMENT
 - WETLAND DELINEATION- AREA OF ENVIRONMENTAL SENSITIVITY
 - TRAFFIC FLOW ARROW
 - MILL AND OVERLAY
- ① PEDESTRIAN CURB RAMP SEE PEDESTRAIN RAMP DETAILS.
 - ② SEE DRIVEWAY TABULATION FOR MORE INFORMATION. FIELD VERIFY TIE IN LOCATION
 - ③ MAIL BOX SUPPORT
 - ④ CURB TRANSITION. SEE MISCELLANEOUS DETAILS.
 - ⑤ CONSTRUCT CONCRETE MEDIAN NOSE PER MNDOT STANDARD PLATE 7113
 - ⑥ INSTALL LIGHTING UNIT LIGHT FOUNDATION DESIGN E



- ### GENERAL NOTES
- ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF BITUMINOUS UNLESS OTHERWISE NOTED.
 - SEE INTERSECTION DETAILS FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 - SEE DRIVEWAY DETAIL SHEETS FOR DETAILED DRIVEWAY INFORMATION.
 - ALL CURB AND GUTTER TO BE B624 UNLESS OTHERWISE NOTED.

NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: MKV
Checked By: MAN
Approved By: NEH

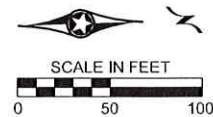
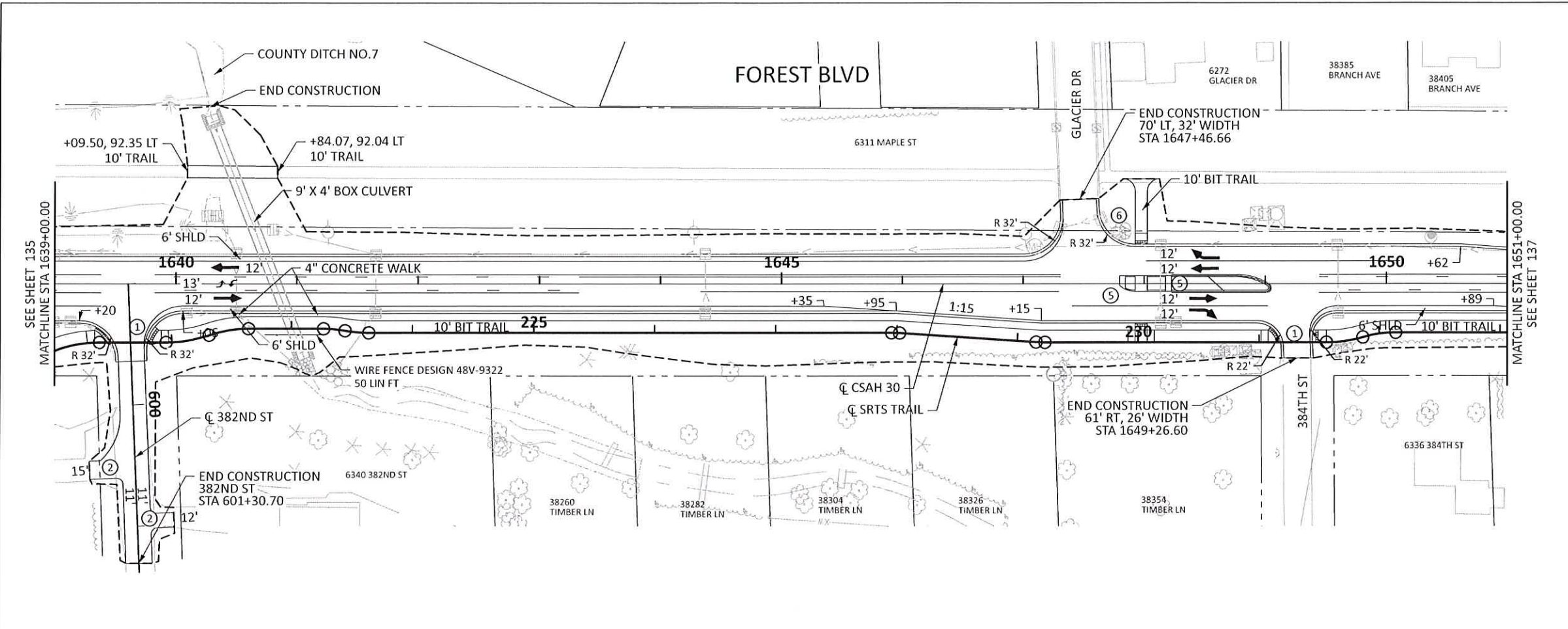
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NICHOLAS B. HENTZ, P.E.
DATE: 9/12/2024 LICENSE NO. 44620

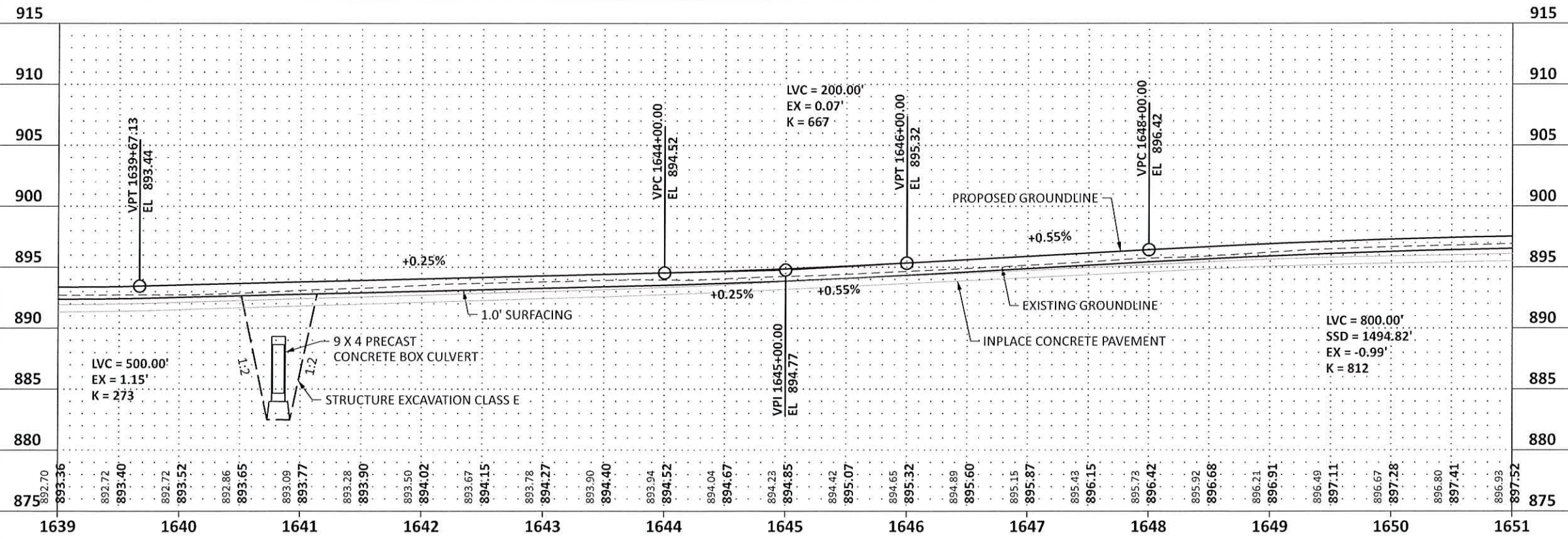
CSAH 30 (Forest Blvd) Improvements
Chisago County, Minnesota

CHISAGO COUNTY, MINNESOTA	SHEET 134 OF 216 SHEETS
CONSTRUCTION PLAN & PROFILE	
SAP 013-630-021 / SAP 225-591-007 / SAP 225-102-004	

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Design By: NEH	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <i>Nicholas E. Hentzel, P.E.</i> NICHOLAS E. HENTZEL, P.E. DATE: 9/12/2024 LICENSE NO.: 44620
Plan By: MKV	
Checked By: MAN	
Approved By: NEH	

wsb

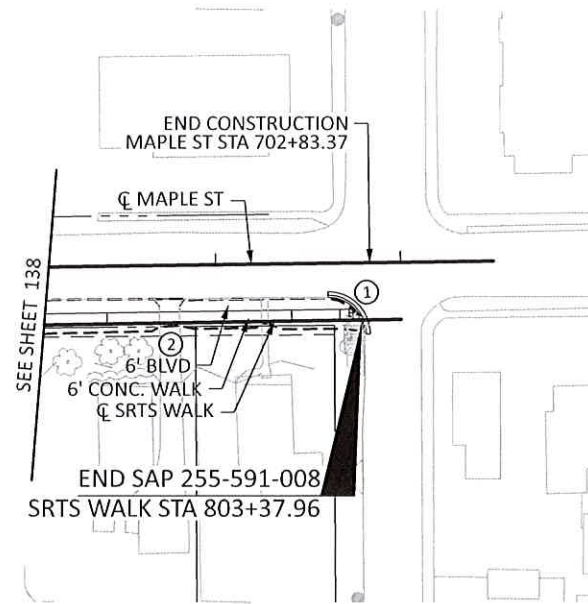
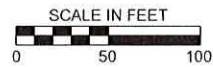
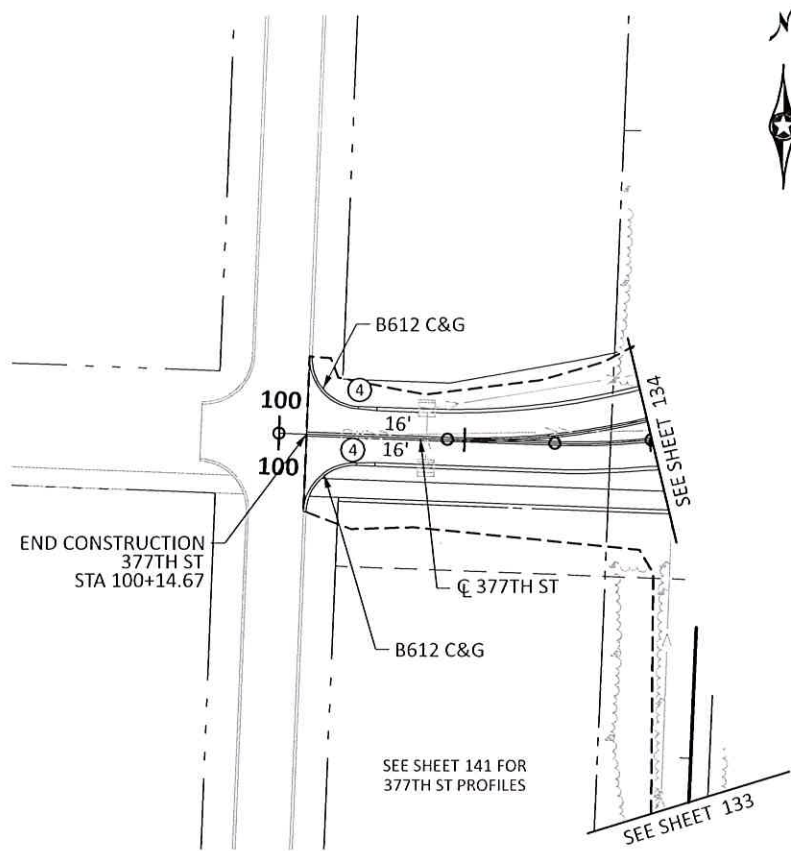
Chisago COUNTY USA

CSAH 30 (Forest Blvd) Improvements
Chisago County, Minnesota

CHISAGO COUNTY, MINNESOTA

CONSTRUCTION PLAN & PROFILE
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SHEET 136 OF 216 SHEETS



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SOUTH SUNRISE PRAIRIE TRAIL

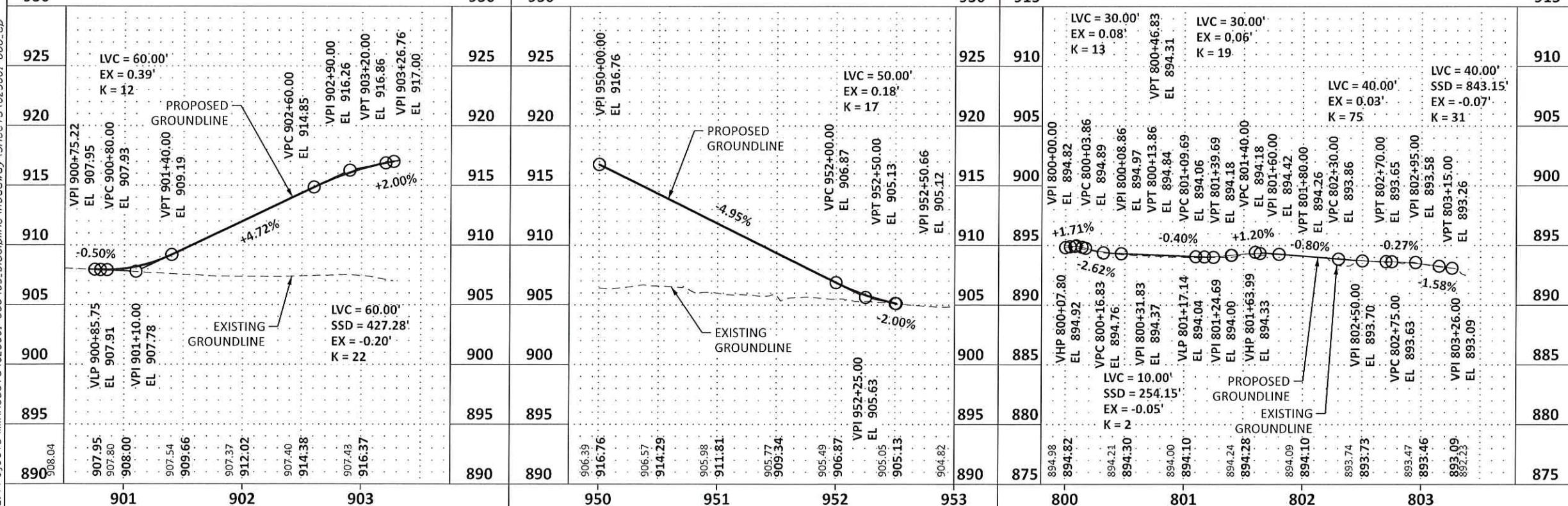
NORTH SUNRISE PRAIRIE TRAIL

SRTS WALK

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NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: MKV
Checked By: MAN
Approved By: NEH

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Nicholas A. Hentges, PE
NICHOLAS A. HENTGES, PE
DATE: 9/12/2024 LICENSE NO. 44620



CSAH 30 (Forest Blvd) Improvements
Chisago County, Minnesota

CHISAGO COUNTY, MINNESOTA

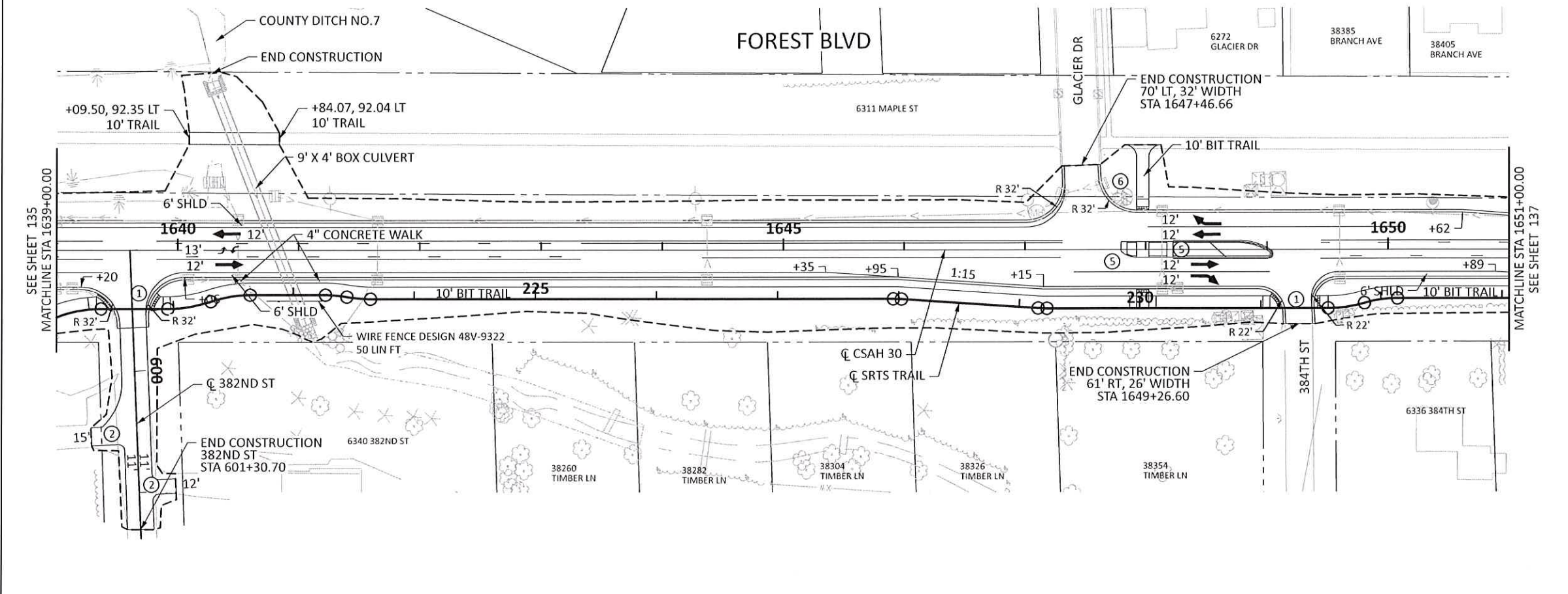
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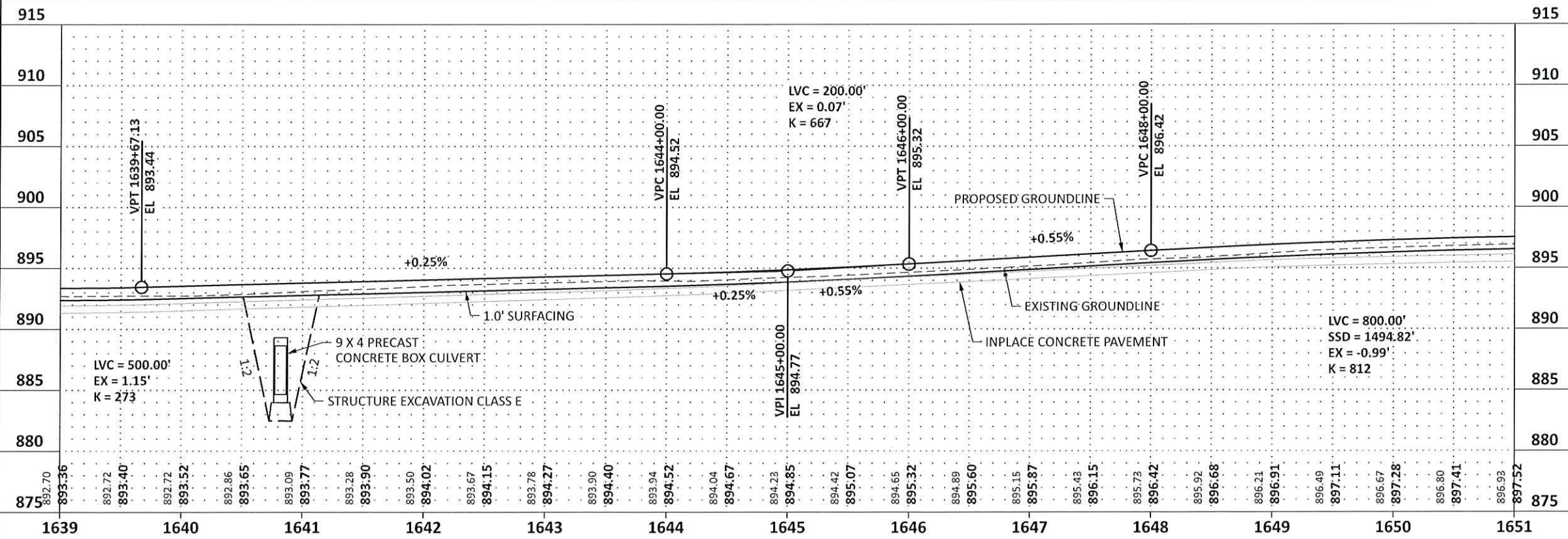
Chisago County Request for Board Action

Meeting Date: October 16, 2024		Item Number: 2	
Title of Item for Consideration: Drainage Authority – Ditch #7 Improvements			
Action Requested by: Joe Triplett, Director		Department: Public Works	
Previous Action on this Matter:			
Background: As apart of the CSAH 30 Reconstruction Project, the culvert that carries County Ditch #7 is affected. As such, the proposed work requires the approval of the Drainage Authority. Included is the plan sheet showing the work. Attachment(s): • Plan Sheet			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Ditch improvement for Public Ditch #7, because the CSAH 30 reconstruction project impacts the ditch. The following motion is suggested: <i>“Move to approve the Ditch improvement for Public Ditch #7, because the CSAH 30 reconstruction project impacts the ditch.”</i>			
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for work will be through the project. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator’s Recommendation			
Approve <u>C EB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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Plan By: MKV
Checked By: MAN
Approved By: NEH

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NICHOLAS E. HENTZ, P.E.
DATE: 9/12/2024 LICENSE NO. 44620



CSAH 30 (Forest Blvd) Improvements
Chisago County, Minnesota

CHISAGO COUNTY, MINNESOTA

CONSTRUCTION PLAN & PROFILE
SAP 013-630-021 / SAP 225-591-007 / SAP 225-102-004

SHEET
136
OF
216
SHEETS

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:	October 9 th , 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 construction is complete for the year. The dry weather the last 10 weeks allowed the contractor to make significant progress. We will only have the final lift of asphalt to do next season. Highway is scheduled to be open to traffic on Friday the 18th.

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 will be opened on October 29th. The City and Joe Tart have reviewed and signed off on the project. We are seeking approval from the Regional Rail Authority and the Drainage Authority for the work associated with the project that impacts the Sunrise Prairie Trail and County Ditch #7.

CSAH 16 Reconditioning Project (CSAH 12 to County Road 71): Working on completing final design.

CSAH 19 Roundabout & Reconstruction Project: Working on preliminary design. Right of way acquisition services contract included tonight for consideration.

TH 8 Reconstruction Project: Here is a project update:

- Continuing to work on Blandings Turtle mitigation design.
- Met with and updated Mndot Leadership on the project.
- Obtained approval from Mndot to work on total take parcels with relocations prior to receiving environmental clearance.
- Working with the cities on final preliminary layout reviews.
- Met with Mndot, Forest Lake & Chisago City on their potential sanitary sewer extension work.

TH 8 Study (Chisago City to Taylors Falls): Mndot has begun the study for the remaining TH 8 corridor. They have funding programmed in 2032 and this study should help develop the project and direct the spending. They have held a few pop-up events and held a public open house on Oct. 1st. They will continue the pop-up events to solicit input from highway users.

They have a project website where project updates and information can be found. There is also a place to sign up for email updates. The website address is:

<https://talk.dot.state.mn.us/hwy-8-chisago-taylorsfalls>

State Aid Advance: As we were able to construct more of the CSAH 10 project and our 5-year T.I.P. calls for additional State Aid funding, we will be requesting an advance from our 2025 allotment.

Highway Safety Improvement Program Awards: We have again been successful in our bid to go after HSIP funding again. We received two grants:

- \$800k for a county-wide striping and signing project. This project will include ground-in wet reflective striping on 18 county highways, installing chevron curve signs on 5 county highways and intersection safety improvements such as lighting, larger signage, and LED flashing stop signs at 6 intersections. This project was the highest rated project in the Metro solicitation.
- \$2M for roundabout construction at the TH 8 & CSAH 21 intersection in Shafer. This project scored the 6th highest in the Metro solicitation.

Project funding is for 2028 & 2029. There were 11 projects selected in the Metro for funding and Chisago County projects were two of them.

Chisago County Request For Board Action

Meeting Date: October 16, 2024		Item Number: 4	
Title of Item for Consideration: Advance Construction Resolution			
Action Requested by: Joe Triplett, P.E.		Department: Public Works	
Previous Action on this Matter: None.			
Background: The County was able to construct more of the CSAH 10 project this season and the 5-year T.I.P. calls for additional State Aid funding, the County will be requesting an advance from the State 2025 allotment. The request is based on construction cost projections for our program. Attachment: Resolution Requesting an Advance on State Aid Construction Funds			
Action Requested/Recommended: The County Board is respectfully requested to pass the above referenced resolution requesting additional State Aid funding to construct more of CSAH 10. The following motion is suggested; <i>“Move to approve the resolution requesting additional State Aid funding to construct more of CSAH 10.”</i>			
Implications of Action: Board approval at tonight’s meeting will authorize the County to request an advance of our State Aid Construction allotment. Budget/Financial Implications: Funding would come from State Aid and will, therefore, not impact budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator’s Recommendation			
Approve <u>CEB</u>		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. 24/1016-XX
2024 ADVANCE FROM THE COUNTY STATE AID CONSTRUCTION FUND

WHEREAS, the County of Chisago is planning to implement County State Aid Street Project(s) in 2024 which will require State Aid funds in excess of those available in its State Aid Regular/Municipal Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular/Municipal Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date: January 1, 2024	\$4,253,354
Less estimated disbursements:	
Project # 013-623-010	\$ 51,000
Project # 013-621-010	\$ 1,300,000
Project # 013-610-012	\$ 5,500,000
Bond Principle (if any)	\$ 0
Project Finals (overruns-if any)	\$ 0
Other _____	\$ _____
Total Estimated Disbursements	\$ 6,851,000
Advance Amount (amount in excess of acct balance)	\$ 2,597,646

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Chisago in an amount up to \$ 2,597,646 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

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: October 16, 2024

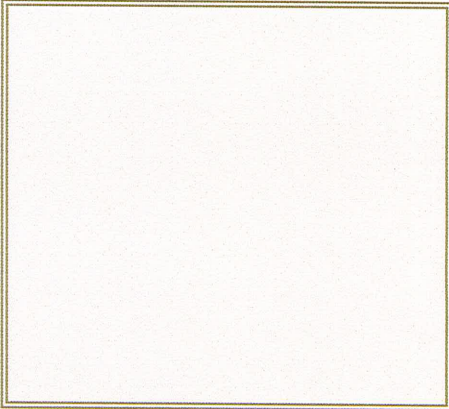
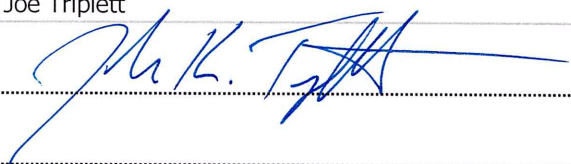
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: October 16, 2024	Item Number: 5
Title of Item for Consideration: Out of State Travel Request – National Association of County Engineers, Schaumburg, Illinois	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: County Engineer Joe Triplett is requesting to attend the annual National Association of County Engineers (NACE) conference. The 2025 conference will be held in Schaumburg, Illinois. Topics this year include Bridge construction, Construction management, Pavement surfacing and preservation, Innovative Technology, Emergency management, Facilities, Fleet / asset management, Local Road Safety Plans, Solid waste and storm water control, Snow and Ice Removal, Water / wastewater, Professional Development, Federal legislation. Attachment(s): Out of State Travel Request form	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request to attend 2025 NACE conference at tonight’s meeting. Should the Board wish to provide alternative direction or further discuss this issue, the following motion is suggested: <i>“Move to approve the out of state travel request to attend 2025 NACE conference in Schaumburg, Illinois April 13-18, 2025 at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the Director to attend and participate in the conference. Budget/Financial Implications: Funding for project will come from 03-310-6245 Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	10/8/2024		
Employee Name	Joe Triplett		
Department	Public Works		
Destination	Schaumburg, IL		
Purpose of Travel	National Association of County Engineers Annual Conference		
Departure Date	4/13/2025		
Return Date	4/18/2025		
Total Travel Expenses	\$1,850.00		
Supervisor Name (PRINT)	Joe Triplett		
Supervisor's Signature			
County Board Signature		Date Approved	10/7/24
		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare		\$0.00		\$0.00
Ground Transportation	Estimated 800 miles	\$500.00	1	\$500.00
Conference/Registration Fees		\$650.00	1	\$650.00
Lodging		\$140.00	5	\$700.00
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,850.00

Chisago County Request for Board Action

Meeting Date: October 16, 2024		Item Number: 6	
Title of Item for Consideration: TH 8 Reconstruction Final Design Services Contract			
Action Requested by: Joe Triplett, Director		Department: Public Works	
Previous Action on this Matter: None.			
Background: Public Works requires assistance for final design efforts to deliver the TH 8 Reconstruction Project. The County has enlisted SRF Consulting, who have extensive experience in these sorts of projects and Chisago County has been performing the preliminary design and environmental work for the project. Attachment(s): Professional Services Agreement			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with SRF Consulting for the TH 8 Reconstruction Final Design Services Contract. Should the Board wish to provide alternative direction or further discuss this issue, the following motion is suggested: <i>“Move to approve the agreement with SRF Consulting for the TH 8 Reconstruction Final Design Services Contract.”</i>			
Implications of Action: Approval will allow the County to continue with final design for project delivery. Budget/Financial Implications: Funding will come from State project funding sources. Legal/Policy Implications: The County Board of Commissioners has the lawful discretion to authorize and approve the proposed service agreement. The County Attorney’s Office has approved the form of the services agreement that is before the Board. An affirmative vote to authorize and approve the services agreement and execution of the services agreement will bind the County to the obligations required of the County as set forth in the services agreement.			
Administrator’s Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**CONTRACT EXTENSION TO
PROFESSIONAL SERVICES AGREEMENT
(Final Design Services for TH8 Project (I35 to Karmel Avenue))**

WHEREAS, on October 26, 2021, the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, (hereinafter CONTRACTOR), entered into a professional services agreement for final design services for the construction project on U.S. Hwy 8 from I 35 to Karmel Avenue, a copy of which is attached hereto and incorporated herein; and

WHEREAS, through inadvertence, the term of the professional services agreement had expired on January 1, 2024 and neither party had completed its respective performance obligations that each are bound to complete pursuant to said professional services agreement; and

WHEREAS, despite the expiration date of the professional services agreement, the CONTRACTOR, with knowledge and consent of the County, continued to provide the professional services that the CONTRACTOR is required to provide pursuant to said professional agreement; and the County continued to pay CONTRACTOR for services rendered as required of the County pursuant to said professional services agreement; and

WHEREAS, the County and CONTRACTOR mutually agree that, for legal and business reasons, it is necessary and prudent to enter into an extension of said professional services agreement to fulfill all performance obligations required of the professional services agreement and to allow for design completion without delay.

NOW, THEREFORE, the County and the CONTRACTOR agree to extend the professional services agreement entered into on October 26, 2021 for final design services for the TH 8 Project for road construction and improvements from I35 to Karmel Avenue from January 1 2024 to April 1, 2026 on the same terms and conditions as set forth in said professional services agreement, including but not limited to, modifications to the CONTRACTOR'S DUTIES PROVISION and CONSIDERATION AND TERMS OF PAYMENT PROVISIONS due to the extra effort required and extended Schedule needed to deliver existing tasks related to the environmental process and project/agency management and additional budget of **\$320,579.53** resulting from this modification detailed in the attached **Attachment A-1** and incorporated herein by reference, for a maximum amount not to exceed **\$2,000,000.00**.

FURTHER, the County and the CONTRACTOR agree that services provided by CONTRACTOR pursuant to the professional services agreement from January 1, 2024 to the date in which this agreement is executed by both parties shall be considered as services performed pursuant to said professional agreement and the CONTRACTOR agrees that it shall receive no compensation for such services in addition to and otherwise specified in the CONSIDERATION AND TERMS OF PAYMENT.

(Signatures of the parties on the following page)

IN WITNESS WHEREOF, the parties have caused this CONTRACT EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT, dated October 26, 2021, to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR - SRF Consulting Group, Inc.

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. COUNTY OF CHISAGO

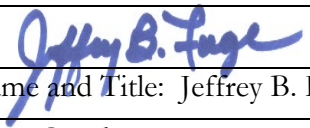
APPROVED:

By:
Title: Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: October 10, 2024

Chisago County Request for Board Action

Meeting Date: October 16, 2024	Item Number: 7		
Title of Item for Consideration: Right of Way Acquisition Services Contract			
Action Requested by: Joe Triplett, Director		Department: Public Works	
Previous Action on this Matter: None.			
Background: Public Works requires assistance to acquire the easements and right of way needed to deliver the CSAH 19 Roundabout & Reconstruction Project in the Transportation Improvement Plan. The County has enlisted WSB, who has extensive experience in these sorts of projects and our County. Attachment(s): Professional Services Agreement			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with WSB for assistance to acquire the easements and right of way needed to deliver the CSAH 19 Roundabout & Reconstruction Project in the Transportation Improvement Plan. The following motion is suggested: <i>“Move to approve the agreement with WSB for assistance to acquire the easements and right of way needed to deliver the CSAH 19 Roundabout & Reconstruction Project in the Transportation Improvement Plan.”</i>			
Implications of Action: Approval will allow the County to acquire easements and right of way for project delivery. Budget/Financial Implications: Funding will come out of 03-320-6273 account Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

TAB 8

CHISAGO COUNTY BOARD OF COMMISSIONERS UNOFFICIAL PROCEEDINGS Wednesday, October 02, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, October 02, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter. **ABSENT:** Swenson.

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:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

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

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 Dunne, seconded by Montzka, the Board moved to add items 1-2 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 6:38 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) Minutes from the September 18, 2024, Meeting

- 4.) Payment of County's Warrants and Miscellaneous Bills **Total:** \$689,975.49
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.
- 5.) Recognition of County Staff October Anniversaries
- 6.) Appointments to Extension Committee (Peter Grund) and Comfort Lake Forest Lake Watershed District (Douglas Toavs)
- 7.) Conditional Use Permit Surrender – 32XXX Upland Road

RESOLUTION NO. 24/1002-1

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE SURRENDER OF A CONDITIONAL USE PERMIT THAT ALLOWED RURAL RETAIL
TOURISM ON PROPERTY LOCATED AT 32XXX UPLAND ROAD IN SHAFER TOWNSHIP**

WHEREAS, Jim & Sher Investments LLC, property owner, and Jim Goodpaster & Sherry Timmermann Goodpaster, applicants, submitted an application dated received April 26, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township; and

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

WHEREAS, the subject site is 5.66 acres in size and legally described as:

PID 08.00251.35

That part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 23, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the South Quarter Corner of said Section 23; thence N84°20'19"E along the south line of said Section 23, 917.97 feet to the center line of Upland Road; thence N26°45'14"W along said center line 425.74 feet to the point of beginning; thence N63°14'46"E 609.51 feet to the east line of said SW ¼ of the SE ¼; thence N03°25'16"W along said east line 403.41 feet; thence S60°00'00"W 770.52 feet to the center line of said Upland Road; thence S26°45'14"E along said center line 326.78 feet to the point of beginning.

SUBJECT TO Upland Road Right of Way.

*wife and husband

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-0601; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its June 15, 2022 meeting and denied the request for CUP, subject to certain Findings; and

WHEREAS, the applicants appealed the denial to the Minnesota Court of Appeals, which issued a decision that reversed the Board of Commissioners' denial of the application and which further instructed the Board of Commissioners to approve the application for CUP with conditions as recommended by the Planning Commission; and

WHEREAS, the Board of Commissioners approved the request for CUP on April 19, 2023, subject to the Findings and conditions of Resolution 2023/0419-5; and

WHEREAS, on April 1, 2024, the County received a property owner application to surrender the CUP; and

WHEREAS, the County determined the application to surrender the CUP was complete on April 1, 2024; and

WHEREAS, it has been more than 60 days from the date on which the application to surrender was received and deemed complete, and the County has yet to call for a public hearing before the County Board as otherwise required pursuant to Section 8.04 L of the Chisago County Zoning Ordinance; and

WHEREAS, pursuant to Minn. Stat. s. 15.99, Subd. 2 (a), the application to surrender the CUP is considered approved as a matter of law; and

WHEREAS, it is necessary for the County Board of Commissioners to take formal action to approve the surrender application so that the land records may clearly indicate that the Rural Retail Tourism CUP is surrendered and that the uses otherwise authorized by the CUP are no longer permitted.

NOW, THEREFORE, BE IT RESOLVED that, notwithstanding Section 8.04 L of the Chisago County Zoning Ordinance, the Chisago County Board of Commissioners approves the application to surrender the CUP at 32XXX Upland Road in Shafer Township, PID 08.00251.35.

BE IT FURTHER RESOLVED that a certified copy of this resolution be recorded with the Chisago County Recorder's Office.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the attached Proclamation, which proclaims October 2024 as Manufacturers Month in Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the proposal from Rinke Noonan for needed TH 8 Condemnation Work if they are necessary. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

County Administrator Burnham discussed implementing a \$20 per vehicle Wheelage Tax for Chisago County for 2026 and authorizing the State of Minnesota to collect such on behalf of the County. *No action taken.*

On motion by Dahlberg, seconded by Montzka, the Board moved to approve the initial purchase of licenses with which cities can integrate with the Tyler Permitting and Licensing application, with funds to come from the Recorder's Compliance Fund. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Greene, seconded by Montzka, the Board moved to approve the Vision CAMA contract for 1 year, with funds to come from the Recorder's Compliance Fund. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Montzka, seconded by Greene, the Board moved to approve the amended Contract from MCCC (Eagleview) to allow for 3" resolution rather than the 6" originally contracted. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dahlberg, seconded by Montzka, the Board moved to approve Chisago County membership in the North Branch, Rush City, and the Chisago Lakes Chambers of Commerce funded using 2024 unallocated CIP. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

CITIZENS FORUM

TIME – 6:57 p.m.

END TIME – 7:01 p.m.

of SPEAKERS – 1

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

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

On motion by Greene, seconded by Montzka, the Board adjourned the meeting at 7:10 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **ABSENT:** Swenson.

Marlys Dunne, Chair

Attest: _____

Christina Vollrath
Clerk of the Board



CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 16, 2024

9

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$1,095,750.28

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	755,649.35	General Revenue Fund	
	3	242,835.12	Road And Bridge Fund	
	5	3,707.54	Health And Human Services	
	12	53,485.39	Capital Equipment Fund	
	14	27,960.44	Solid Waste Fund	
	18	12,112.44	Lake Imprvmnt Distr Maint	
	All Funds	1,095,750.28	Total	Approved by,

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	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
10/18/2024	\$ 59,209.03	10/16/2024	Commissioners Warrants
9/27/2024	\$ 6,110.00		Auditor Warrants
10/4/2024	\$ 101,742.45		Auditor Warrants
	\$ 167,061.48	Total	

Lake Area Bank; Chase Burnham; Administration; registration; \$120.00

Lake Area Bank; Ben Elfelt; LID; supplies; \$218.99

Lake Area Bank; Karen Gates; Human Resources; supplies; \$58.63

Lake Area Bank; Mark Hendrickson; supplies; \$1,145.70
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; \$44.13
Lake Area Bank; Bridgitte Konrad; Auditor; registration; \$595.00
Lake Area Bank; Daryl Moeller; Assessor; supplies, registration; \$1,093.70
Lake Area Bank; Tony Nielsen; Public Works; registration; \$150.00
Lake Area Bank; Josh Olds; Sheriff; conference; \$266.10
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$644.68
Lake Area Bank; Janet Reiter; Attorney; registration; \$726.73
Lake Area Bank; Scott Sellman; Sheriff; supplies; \$37.92
Lake Area Bank; Barbara Shimmon; Public Works; supplies; conference; \$690.00
Lake Area Bank; Alicia Stovern; Sheriff; registration; \$128.00
Lake Area Bank; Joseph Tart; Parks; registration; \$450.00
Lake Area Bank; Kristin Waddell; Auditor/Treasurer; supplies; \$135.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$499.75
Lake Area Bank; Todd McMurray; HHS; supplies; \$700.00
Lake Area Bank; Tracy Krona; HHS; supplies; \$1,533.21

- All invoices available with the Clerk of the Board

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 10		
Title of Item for Consideration: Mileage Reimbursement Request			
Action Requested by: Robert Benson, Director		Department: Health & Human Services	
Previous Action on this Matter: None.			
Background: Late submission of Mileage Reimbursement by Behavioral Health Supervisor, the dates of travel were July 16 th – September 17 th for Behavioral Health Case Manager. Attachment(s): Mileage Reimbursement Request			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the request for mileage reimbursement of \$367.34 for an over 60-day mileage claim. The suggested motion is as follows: “Move to approve late submission of mileage reimbursement by supervisor.”			
Implications of Action: Staff will be reminded of the 60-day policy.			
Budget/Financial Implications: Budgeted Levy Dollars			
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Complete form ELECTRONICALLY
then print and sign

2024 Employee Mileage Reimbursement Request
HHS ONLY



Name: Jocelyn Han

Address: 389 Ojibway Path

City: Lino Lakes

Dept: Behavioral Health

Job Title: Case Manager

State/ZIP: 55014

Odometer readings are REQUIRED on all mileage reimbursements

Date	Destination (include location of start & stop) Reason for Trip	Beginning Odometer	Ending Odometer	Mileage	Co Car Available yes or no	Mileage x .67	Mileage x .35
7/16/2024	CC office, HV Chisago City, HV Wyoming, round trip	39699	39731	32	no	\$ 21.44	
7/25/2024	Home, HV Coon Rapids, round trip	40568	40596	28	no	\$ 18.76	
7/30/2024	Home, HV FL, HV Wyoming, HV NB, HV Chisago City, client visit Lindstrom	40620	40671	51	yes		\$ 17.85
7/31/2024	Home, HV in Brooklyn Park, round trip	40720	40757	37	no	\$ 24.79	
8/2/2024	CC office, HV NB one way	40792	40807	15	no	\$ 10.05	
8/6/2024	CC office, HV Lindstrom, round trip	40890	40894	4	yes		\$ 1.40
8/8/2024	Home, Hv Brooklyn Park, round trip	40993	41023	30	no	\$ 20.10	
8/13/2024	CC office, HV Chisago City, Wyoming, round trip	41441	41447	6	no	\$ 4.02	
8/16/2024	Home, HV Brooklyn Park, round trip	41566	41596	30	no	\$ 20.10	
8/20/2024	Home, NB office, client visit/transport PC (DMV & NB bank) return to PC,	41668	41862	194	no	\$ 129.98	
8/22/2024	CC office, HV TF, round trip	41927	41941	14	no	\$ 9.38	
8/27/2024	Home, HV FL	42049	42063	14	no	\$ 9.38	
8/30/2024	cc office, HV Lindstrom, round trip	42194	42199	5	yes		\$ 1.75
9/3/2024	Home, client visit HCMC, HV BP, Home	42278	42327	49	no	\$ 32.83	
9/5/2024	cc office, HV Lindstrom, round trip	42379	42384	5	yes		\$ 1.75
9/9/2024	cc office, client int. Chisago City	42444	42451	7	no	\$ 4.69	
9/10/2024	cc office, HV Lindstrom, round trip	42502	42507	5	yes		\$ 1.75
9/12/2024	mtg. Family Pathways, CC office	42566	42575	9	yes		\$ 3.15
9/16/2024	cc office, HV Wyoming, round trip	43378	43401	23	no	\$ 15.41	
9/17/2024	Home, HV/mtg. BP, round trip	43418	43446	28	no	\$ 18.76	
				0			
				0			
				586		\$ 339.69	\$ 27.65

per resolution 020123-7 claims must be submitted no later than 60 days following the date of incurrence

signature of
claimant

DATE 9/17/2024

I declare under the penalty of perjury that this claim is just and correct, that the expense sought to be reimbursed was actually paid or incurred by claimant and that no part of it has been paid.

approved/
reviewed by

DATE 9/26/2024

Approved based on the knowledge of the necessity for travel & expense. And on the basis of compliance with all provisions of county travel & mileage reimbursement policies, including availability of county vehicle.

Mileage		
Mileage		

Total Reimb Requested \$ 367.34

VENDOR #

DATE PAID

WARRANT #

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: October 9, 2024
Re: **October 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 October 16, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Virginia Carlson "Hirsh Homestead" Preliminary Plat
3. Mariah Van Heel Interim Use Permit – Accessory Structure Without a Principal Structure
4. Dennis Batty "Goose Lake Acres" Preliminary Plat
5. Virginia Carlson "Fjellansbole Acres" Preliminary Plat
6. Jaime Jacobson & Lisa Logue Interim Use Permit – Accessory Structure Without a Principal Structure
7. Larry Hansen "Ponytail Addition" Final Plat

Informational Item(s):

Board of Adjustment and Appeals:

The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, October 31st at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday October 30th 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 James & Lori Taylor and applicant Justin Buehring are requesting a Variance in order to expand a non-conforming structure (dwelling) which is located closer to the Ordinary High Water Level of East Rush Lake and the centerline of County State Aid Highway 1 than permitted and to exceed the maximum allowable amount of impervious surface coverage. The .30± acre subject site is zoned Rural Residential I (RRI) District / Shoreland Management District and located at 51276 Rush Lake Trail / CSAH 1 in Nessel Township, S14, T37, R22 (PID 06.00289.00).
2. Property owners David & Julie Vislisel are requesting a Variance allowing for reduced setbacks from the Ordinary High Water Level of South Center Lake and the Township Right-of-Way and to exceed the maximum allowable amount of impervious surface coverage for the purpose of redeveloping the property with a new dwelling and attached garage. The .25± acre subject site is zoned Urban Residential (UR) District / Shoreland Management District and located at 29860 Glader Boulevard in Chisago Lake Township, S3, T33, R20 (PID 02.01706.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, November 7th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday November 6th 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 Kale Wolff and applicant Federated Co-ops, Inc. are requesting a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on 2.95± acres (combination of two parcels) in the Rural Village Center (RVC) District. The subject parcels are located at 18397 St. Croix Trail / TH 95 in Shafer Township, S9, T34, R19 (PIDs 08.00099.00 and 08.00095.00).

- Property owners Behrant Miller & Samantha Riehm are requesting an After-the-Fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property. The proposed business, known as East Central Masonry, LLC, will offer chimney and masonry services. The 40± acre subject site is zoned Agricultural (AG) District and located at 42895 Daisy Avenue in Fish Lake Township, S35, T36, R22 (PID 03.00538.00).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru September 30th is \$1,045,563 or 113% (+\$120,563) of 2024 budgeted revenue. Permit volumes remain strong and our four primary inspections staff are consistently booked throughout the entire workday.

The general permit activity tabulations report/table for September year to date is below for review:

Building Summary: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications	
	Sept	YTD	Sept	YTD	Sept	YTD	Sept	YTD	Sept	YTD	Sept	YTD	Sept	YTD	Sept	YTD
Amador	3	6	5	62	1	6	-	5	-	3	-	-	3	7	-	8
Chisago Lake	1	12	25	133	3	30	1	20	1	1	-	-	4	22	4	36
Fish Lake	2	7	6	41	2	14	-	14	1	2	-	-	-	9	3	21
Franconia	1	6	2	37	1	6	5	14	-	3	-	-	3	6	2	12
Nessel	1	7	9	52	1	13	2	13	-	1	-	-	3	15	4	27
Rushseba	-	2	-	13	-	-	-	2	1	1	-	-	1	8	1	8
Shafer	-	4	1	22	-	2	1	7	1	1	-	-	-	9	-	9
Sunrise	-	6	11	104	3	15	1	18	1	7	-	-	-	6	2	13
Center City	-	1	2	17	-	4	-	1	1	7	-	-	-	-	-	-
Chisago City	2	5	25	115	10	54	2	6	4	13	-	-	2	19	2	16
City of Harris	-	3	1	31	-	8	-	2	-	3	-	-	-	3	-	4
City of Lindstrom	-	6	13	136	7	46	-	3	2	9	-	-	-	-	-	-
Rush City	-	5	2	32	1	8	-	4	3	13	-	1	-	1	-	-
City of Shafer	-	-	4	13	2	5	-	-	-	2	-	-	-	-	-	1
City of Stacy	-	2	14	91	5	32	3	20	-	8	-	-	3	11	2	23
City of Taylors Falls	-	-	5	22	2	9	-	-	-	3	-	-	-	-	-	-
Totals:	10	72	125	921	38	252	15	129	15	77	-	1	19	116	20	178
*City of Stacy and Lent Township Merged: Listed as City of Stacy										Total Permits in September						242

**CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
October 3, 2024**

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, October 3, 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, Jim McCarthy, Chip Yeager, John Sutcliffe, Chris DuBose, and Jolene Wille. Absent: Eric Leivian (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 Whitney. The **motion passed** 6-0.

Approval of Minutes – Motion by DuBose to approve the September 5, 2024, regular meeting minutes as presented; second by Sutcliffe. The **motion passed** 6-0.

Receive all Materials and Submittals into Record – Motion by Yeager to accept all materials and submittals into the record; second Whitney. 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

Virginia Carlson – Coordinator Gervais provided background on the request for the 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 was zoned Agricultural (AG) District and located at 11803 Olson Road in Sunrise Township, S5, T35, R20 (PID 09.00049.00).

Gervais reviewed details of the subject site, sharing that the subject site along with properties to the north and west were located within the AG District, whereas properties to the east and one property to the south were located within the Rural Residential I District as they were part of or near the historic Sunrise village center. Gervais noted that surrounding properties ranged in size from five acres to 55 acres, with most surrounding properties developed for residential use and/or used for agricultural purposes. Gervais reviewed the applicants request, noting that the proposal was to create one new 10± acre lot from the 50.7± acre subject site, with the 40± acre remnant/residual parcel being exempt from the platting process as it was 20 acres or larger with at least 500' in all dimensions. Gervais commented that proposed Lot 1, Block 1, Hirsch Homestead complied with the County's dimensional requirements for the AG District.

The Plat Review Committee considered the request on September 11, 2024. The wetland delineation and soils report had been verified and found to be accurate and the Committee did not identify any immediate concerns. The Sunrise Town Board reviewed the proposed Preliminary Plat at its September 19, 2024, and recommended approval with no comments or recommended conditions. The ordinance prescribed 120-day review period was scheduled to expire on December 3, 2024.

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 Virginia Carlson was present and addressed the Planning Commission. Carlson had no additional information to add.

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 Sutcliffe. The **motion passed** 6-0.

McCarthy commented on the zoning of the subject site, noting that the County was nearing completion of the Zoning Ordinance update and, following adoption, the County would be reviewing the Zoning Map. McCarthy noted that the subject site was bordered on two sides by the Rural Residential I District and one of the objectives of the Zoning Ordinance update was to expand the areas available for higher density development, with the logical areas for Rezoning and higher density development being adjacent to the Rural Village Center District. McCarthy stated that this was an opportunity for the applicant to Rezone the property. McCarthy stated that he wanted to address this because, to his knowledge, the request for Preliminary Plat had not been reviewed by the Sunrise Township Planning Commission. Gervais responded that she was not aware if the request for plat had or had not been reviewed by the Township's Planning Commission. Carlson clarified that she had attended both the Sunrise Township Planning Commission meeting and the Sunrise Town Board meeting, and they had both recommended approval. McCarthy stated that he had talked to someone on the Sunrise Township Planning Commission and they were not aware of the Preliminary Plat. Carlson reiterated that she had attended the meeting. McCarthy commented that this didn't add up and he wanted to make the applicants aware of the potential zoning change. *(Clerk's Note: Sunrise Township Planning Commission meeting minutes indicated that the Planning Commission considered the request on September 10, 2024 and offered a recommendation of approval with no conditions.)*

Motion by Sutcliffe to adopt Resolution NO. PC2024-1001, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Hirsch Homestead, as presented; second by DuBose. The **motion passed** 6-0.

Conditions:

1. The Preliminary Plat of Hirsch Homestead is approved per plat drawing dated signed June 28, 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.

Mariah Van Heel – Coordinator Gervais provided background on the request for the approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on a 29± acre property in the Agricultural (AG) District. The subject site was 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).

Gervais reviewed details of the subject site, sharing that topography of the subject site included pockets of forestation and three distinct wetland areas. Gervais mentioned that the site was located in the AG District and was entirely surrounded by properties in the AG District. Properties in the general area ranged in size from 10 to

80 acres, with the majority of properties developed for residential purposes and/or used for agricultural purposes. Gervais reviewed the applicant's request, noting that the site plan indicated an existing / proposed driveway access from Pottery Trail between the large stands of trees and the south property boundary. Gervais shared that the application materials indicated that the proposed accessory structure would be 40' x 80' (3,200 sf) in size and used for personal storage, and the property owner intended to further develop the property with a dwelling in the future. Gervais noted that the application did not include a request for sanitary facilities within the proposed accessory structure; therefore, no sanitary facilities would be allowed until and unless the property was further developed with a principal use structure.

The Technical Review Committee met with Mariah Van Heel on September 11, 2024. The Committee did not identify any immediate concerns. The Amador Town Board considered the request at its September 17, 2024 meeting and recommended approval with no comments or recommended conditions. The State mandated 60-day review period was scheduled to expire on October 4, 2024. However, because this timeframe would not accommodate all necessary meetings, staff extended the review period by an additional 60 days with the extended review period expiring on December 3, 2024.

Coordinator 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 applicant to address the Planning Commission. Property owner Mariah Van Heel was present and addressed the Planning Commission. Van Heel reiterated that she planned on building a house in the future.

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

Yeager asked Van Heel what the flooring of the pole building would be. Van Heel responded that it would be dirt / gravel. Yeager added that, if sanitary facilities were added to the structure in the future, the floor would need to be improved with concrete.

Motion by Sutcliffe to adopt Resolution NO. PC2024-1002, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 01.00393.10 in Amador Township, as presented; second by Yeager. The **motion passed** 6-0.

Conditions:

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.

3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

David & Sheryl Nichols and Dennis Batty – Coordinator Gervais provided background on the request for the approval of the Preliminary Plat of Goose Lake Acres involving the creation of three lots, ranging in size from 5± to 7.5± acres, from a 40± acre tract of land. The subject site was zoned Agricultural (AG) District and located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township, S34, T37, R22 (PID 06.00707.00).

Gervais reviewed details of the subject site, sharing that the subject site and all surrounding properties were located within the AG District. Gervais noted that the southwest corner of the subject site was located within the Shoreland Management District due to the proximity to Goose Lake; however, as a non-riparian property, it would be subject to the regulations of the underlying AG District, and further shared that the portion of the property which was located within the Shoreland Management District was the portion shown to be exempt from the plat. Gervais noted that adjacent properties ranged in size from five to 35 acres, with properties in the surrounding area ranging more widely from 1-2 acres (those adjacent to Goose Lake) to 111 acres (to the east) and developed for residential use and/or used for agricultural purposes.

Gervais reviewed details of the proposed plat, sharing that the property owners were proposing the creation of three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre tract of land. Gervais indicated that the 20.63± acre remnant parcel, located west of the three proposed lots, was exempt from the platting process as it was 20 acres or larger with at least 500' in all dimensions. Gervais stated that proposed Lot 3 was shown to be developed with a dwelling and three detached accessory structures. Gervais mentioned that the Preliminary Plat drawing identified two existing building foundations adjacent to the proposed west property boundary, with one of the foundations being located within the required structural setback area. Gervais noted that the foundation itself was not necessarily an encroachment as it no longer constituted a structure; however, if the plat was approved and the proposed west property boundary was created, the Department of Environmental Services would not allow a structure to be constructed on the foundation and would encourage the property owners to remove the foundation. Gervais stated the proposed lots complied with the County's dimensional requirements.

The Plat Review Committee met with David Nichols and Dennis Batty on September 11, 2024. Wetland Specialist Fertig commented that the wetland delineation and soils report had been verified and found to be accurate. The Committee did not identify any immediate concerns. The Nessel Town Board reviewed the proposed Preliminary Plat at its September 10, 2024 meeting and recommended approval with no comments or

recommended conditions. The ordinance prescribed 120-day review period was scheduled to expire on December 25, 2024.

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

Chair Wille invited the property owners and/or applicant to address the Planning Commission. Property owner David Nichols and applicant Dennis Batty were present and addressed the Planning Commission. Nichols thanked staff for the recommendation to remove the foundation located within the required setback area. Nichols indicated that they had already received a bid for removal, and they would be moving forward with the project.

McCarthy asked if the remnant parcel was primarily wetland and, if so, he had concerns about building on it in the future. Nichols clarified that quite a bit of the property was wetland, however, there was a buildable area on the corner.

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

Motion by DuBose to adopt Resolution NO. PC2024-1003, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of Preliminary Plat of Goose Lake Acres, as presented; second by Whitney. The **motion passed** 6-0.

Conditions:

1. The Preliminary Plat of Goose Lake Acres is approved per plat drawing dated signed August 13, 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.

Planning Commissioner DuBose recused himself for the Alan & Marilyn Johnson and Chris DuBose request for the approval of the Preliminary Plat of Fjellansbole and sat in the audience as he was the applicant.

Alan & Marilyn Johnson and Chris DuBose – Coordinator Gervais provided background on the request for the 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 was zoned Agricultural (AG) District and located at 11293 335th Street in Chisago Lake Township, S17, T34, R20 (PID 02.00601.00).

Gervais reviewed details of the subject site, sharing that the subject site and all surrounding properties were located within the AG District and, due to proximity to Sunrise Lake, the southern half of the subject site along with properties to the west, south, and east were located within the Sunrise Lake Overlay (SO) District and Shoreland Management District. Gervais shared that surrounding properties ranged widely in size from five to 75 acres with most surrounding properties having been developed for residential use and/or used for agricultural purposes. Gervais mentioned that the remnant/exempt portion of the subject site was located immediately west of the 59-acre Sunrise Lake Aquatic Management Area. Gervais reviewed details of the proposed plat and

noted that the 60± acre remnant parcel was exempt from the platting process as it was 20 acres or larger with at least 500' in all dimensions. Gervais stated that the proposed lot was shown to be located in the northwest corner of the subject site, utilizing all of the Lindo Trail frontage, and the balance of the subject site, being at least 20 acres in size with at least 500' in all dimensions, would not require any frontage on a public road. Gervais mentioned that the applicant's surveyor had noted that the elevations on the proposed lot constituted a bluff and that the Chisago County Shoreland Management Ordinance required a 30' setback from Top of Bluff. The surveyor had shown the required setback on the Preliminary Plat drawing along with demonstration that the required Home Site Area and septic sites were located such that they had ability to meet all required setbacks. Gervais added that the proposed lot complied with the County's dimensional requirements.

The Plat Review Committee met with Chris DuBose on September 11, 2024. Wetland Specialist Fertig commented that the wetland delineation and soils report had been verified and found to be accurate and the Committee did not identify any immediate concerns. The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its September 17, 2024 meeting and recommended approval with no recommended conditions and the comment that the Lindo Trail acreage was not accessible from the main house due to wetland and pond and it met septic and building requirements. The ordinance prescribed 120-day review period was scheduled to expire on December 25, 2024.

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. Applicant Chris DuBose was present and addressed the Planning Commission. DuBose shared that he had known the Johnsons for many years and they had reached out to him to help them through the platting process, and indicated that a neighbor of the subject site was present in the audience and that they would be the party purchasing the new lot.

Whitney asked if the proposed Preliminary Plat would land lock the remainder parcel. DuBose responded that the remainder parcel had access to 375th Street from the south and that, whether the plat was approved or not, access from the existing dwelling to the north would likely be impossible due to topography. DuBose further explained that there was a pond and a creek that ran through the property and the property owners would need to build a bridge in order to gain access to the north portion of their property.

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

Motion by Yeager to adopt Resolution NO. PC2024-1004, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Fjellansbole Acres, as presented; second by Whitney. The **motion passed** 5-0.

Conditions:

1. The Preliminary Plat of Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024 and shown to be amended last on August 12, 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.

Commissioner DuBose rejoined the Planning Commission.

Jamie Jacobson & Lisa Logue – Coordinator Gervais provided background on the request for the approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on a 20± acre property in the Agricultural (AG) District. The subject site was generally located between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township, S7, T37, R21 (PID 06.000320.10).

Gervais reviewed details of the subject site, sharing that the site plan and the County's GIS Viewer showed an existing driveway in the southwest corner of the subject site, approximately 90' east of the west property boundary. Gervais mentioned that the subject site was located in the AG District and entirely surrounded by properties in the AG District, with surrounding properties ranging in size from 10 to 116 acres and having been developed for residential purposes and/or used for agricultural purposes. Gervais shared that the application materials indicated that the proposed accessory structure would be 54' x 64' (3,456 sf) in size and used for personal use, and that the owners intended to further develop the subject site with a dwelling in the next three years. Gervais emphasized that the application did not include a request for sanitary facilities within the proposed accessory structure, thus no sanitary facilities would be allowed.

The Technical Review Committee met with Jamie Jacobson & Lisa Logue on September 11, 2024. The Committee did not identify any immediate concerns with the request. The Nessel Town Board considered the request at its September 10, 2024 meeting and recommended approval with no comments or recommended conditions. The State mandated 60-day review period was scheduled to expire on October 27, 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 Jamie Jacobson and Lisa Logue were present and addressed the Planning Commission. The property owners had nothing additional to add.

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

Motion by DuBose to adopt Resolution NO. PC2024-1005, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 06.00030.10 in Nessel Township, as presented; second by Sutcliffe. The **motion passed** 6-0.

Conditions:

1. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago

County Zoning Ordinance.

3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Public Hearings – Continued Hearings

None

Old Business

None

New Business

None

Communications and Reports

County Board Liaison Reports – County Commissioner Greene stated that, during the County Board meeting on October 3, 2024, the Board approved the voluntary surrender of the Goodpaster CUP which had allowed a winery. County Commissioner Dahlberg reported that the County was originally going to increase the wheelage tax by \$10 but unfortunately missed the deadline, so the change would not take place until 2026. County Commissioner Dahlberg also reported that the District 5 Tour would take place on October 11, 2024 and they would be meeting at the new Sunrise Townhall. Dahlberg was hopeful that construction of the new Townhall would be far enough along that they would be able to tour the new facility.

Miscellaneous – Whitney asked when the Planning Commission could expect to receive the final version of the Zoning Ordinance. Director Schneider commented that staff had provided a near final draft to the County Board in September and staff was nearly complete with their review and would be sending their comments to the consultant shortly thereafter. The goal was to provide the final draft to the County Board in October or November.

Whitney asked if there was any reason for Commission members to review the final draft Zoning Ordinance. Schneider stated that, based on his review, it appeared to be mostly fine tuning and making sure that all the reference points were accurate. Schneider stated that the only content issue that staff had identified was related to the Board of Adjustment and Appeals, noting that the draft ordinance didn't include information such as the Board's composition; therefore, staff had drafted language to be inserted along with a statute reference. In addition, staff had drafted content pertaining to cannabis related uses and setback requirements. Schneider shared that the County Board would soon be considering the adoption of an ordinance related to cannabis

licensing. Gervais shared that her review of the draft ordinances would focus on comparing the draft ordinances with work session meeting minutes to make sure all the issues had been addressed as intended by the Commission.

Sutcliffe referenced the September 5, 2024 Planning Commission meeting and the identified issue of Essential Services not being listed as a Conditional Use in all zoning districts as was indicated in the section specifically pertaining to Essential Services. Schneider responded that staff had added a definition for Bulk Fuel and Bulk Gas to the draft Zoning Ordinance as well as having added the use to the use table. McCarthy added that, when he read through the Essential Services section, he thought of Battery Storage and asked if that should be included. Schneider noted that the Commission had already added Battery Storage as a Conditional Use. Whitney asked Schneider to review his most recent written comments on the draft ordinances to make sure his concerns had been addressed by the consultant.

Motion by DuBose to cancel the special work session scheduled for October 17, 2024; second by Yeager. The **motion passed** 6-0.

Adjourn Meeting – Motion by Yeager to adjourn the meeting; second by Sutcliffe. The **motion passed** 6-0. The meeting adjourned at 7:43 PM.

Jolene Wille
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 12
Title of Item for Consideration: Virginia Carlson “Hirsh Homestead” 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: Virginia Carlson is requesting Preliminary Plat approval of Hirsch Homestead. The subject 50+ acre property is proposed to be divided as one 10-acre lot. The property is located at 11803 Olson Road in Sunrise Township, (PID # 09.00049.00). At their meeting of October 3, 2024, the Planning Commission conducted the requisite public hearing on the proposed Hirsch Homestead Preliminary Plat and recommended unanimous (6-0) approval with conditions, per Resolution No. PC2024-1001. 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, December 3, 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 Hirsch Homestead Preliminary Plat: “Move to Approve Resolution No. 24/1016-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Hirsch Homestead generally located at 11803 Olson Road in Sunrise Township, (PID # 09.00049.00)”	
Implications of Action – Recommended Board action grants approval of the Hirsch Homestead Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.	

Budget/Financial Implications: None.

Legal/Policy Implications: None.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Preliminary Plat of Hirsch Homestead

**Virginia Carlson
11803 Olson Road
Sunrise Township
PID 09.00049.00**

Site Analysis

- Subject site is 50.7± acres in size and generally located one-quarter mile east of Lowden Avenue and four-tenths of a mile west of Sunrise Road / CSAH 9 on the south side of Olson Road in Sunrise Township.
- Subject site along with properties to the north and west are located within the AG District, whereas properties to the east and one property to the south are located within the RRI District as they're part of or near the historic Sunrise village center.
- Topography of the proposed lot includes nearly level elevations ranging from 835' to 838', with dense vegetation throughout the north 290'± of the lot and along the south property boundary. There are no identified wetlands. The proposed 10± acre lot appears to be used for agricultural purposes presently.
- Surrounding properties range in size from five acres to 55 acres, with most surrounding properties having been developed for residential use and/or being used for agricultural purposes.

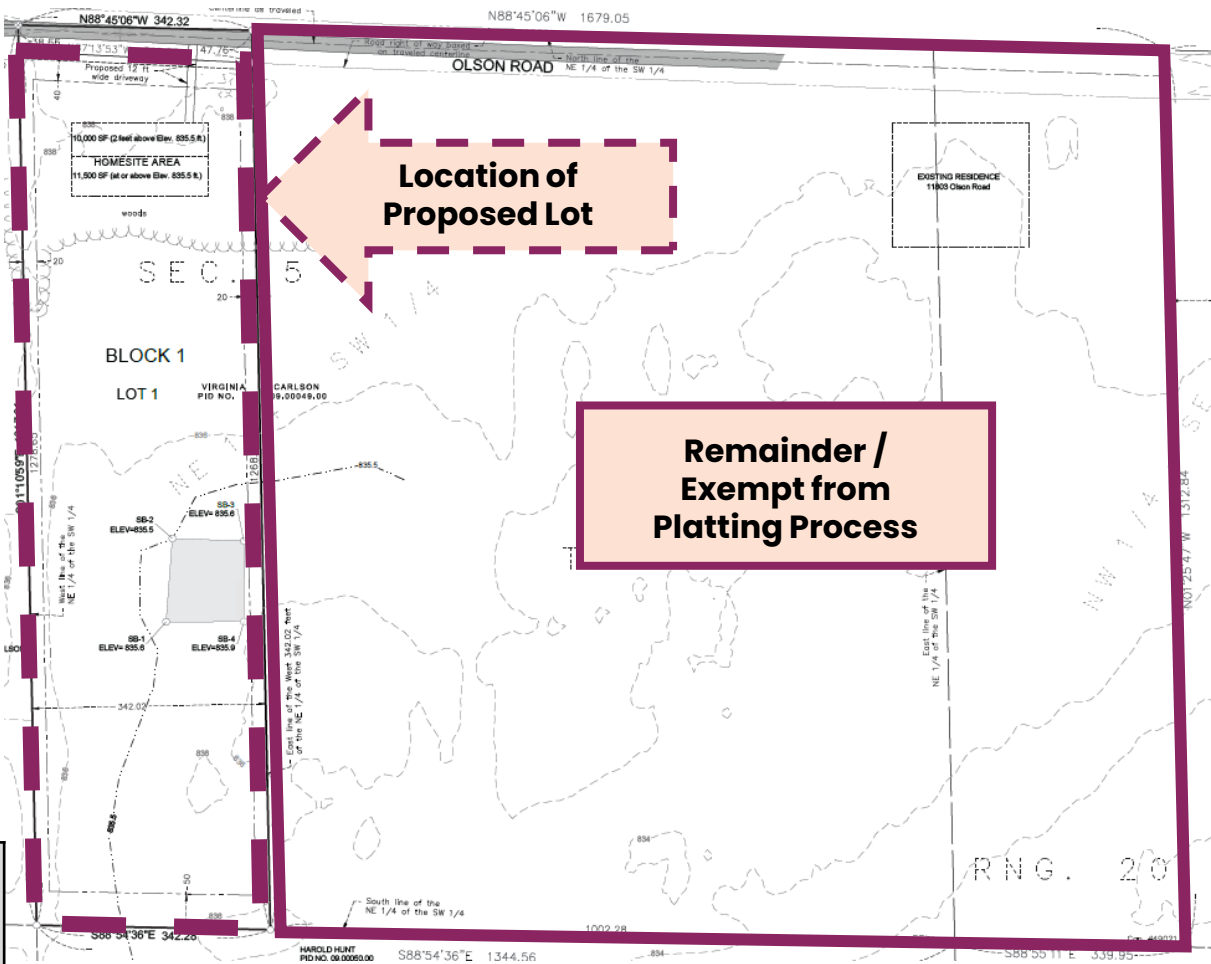


Proposal Analysis

Property owner Virginia Carlson is proposing to create one new 10± acre parcel from the 50.7± acre subject site, with the 40± acre remnant / residual parcel being exempt from the platting process as it's 20 acres or larger with at least 500' in all dimensions.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lot. As proposed, Lot 1, Block 1, Hirsch Homestead complies 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	10± acres	342'±	1,316'±	21,500 sf



Review Process



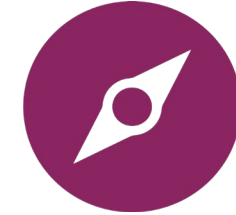
Technical Review Committee September 11, 2024

- The wetland delineation and soils report had been verified and found to be accurate.
- The Committee did not identify any immediate concerns.



Sunrise Town Board September 19, 2024

Town Board recommended approval with no comments or recommended conditions.



State Mandated Review Period

The ordinance prescribed 120-day review period is scheduled to expire on December 3, 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 Hirsch Homestead with conditions.

Recommended Conditions:

1. The Preliminary Plat of Hirsch Homestead is approved per plat drawing dated signed June 28, 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.

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Hirsch Homestead 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 Hirsch Homestead 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 Hirsch Homestead.
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 December 3, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

Action Requested

Motion to adopt Resolution No. PC2024-1001, a resolution recommending approval of the Preliminary Plat of Hirsch Homestead, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Hirsch Homestead
 11803 Olson Road, Sunrise Township
 DATE: October 3, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Hirsch Homestead, involving the creation of one 10± acre lot from a 50.7± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s): Virginia Carlson
 Applicant(s): Virginia Carlson
 General Location: 11803 Olson Road
 Sunrise Township
 Section 5, Township 35, Range 20
 PIDs: 09.00049.00
 Property Area: 50.7± Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Rural Residential I (RRI) District
 East: Rural Residential I (RRI) District (Plat of Sunrise Plantation)
 West: Agricultural (AG) District (Plat of Olson's Country Sites)
 Date Application Received: August 2, 2024
 Date Application Complete: August 5, 2024
 120-Day Review Period: December 3, 2024

BACKGROUND

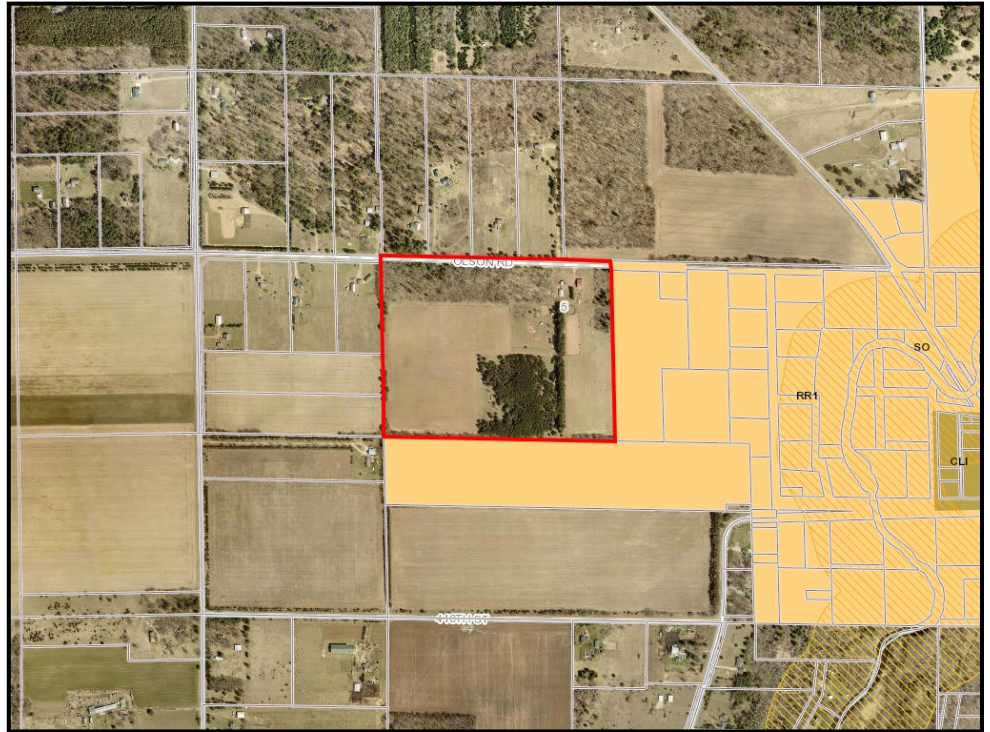
Property owner Virginia Carlson is seeking approval of the Preliminary Plat of Hirsch Homestead, involving the creation of one 10± acre lot from the 50.7± acre tract of land located at 11803 Olson Road in Sunrise Township. The approximate boundaries of the proposed lot are shown as a red dashed line in the adjacent image.



SITE & PROPOSAL ANALYSIS

The 50.7± acre subject site is generally located one-quarter mile east of Lowden Avenue and four-tenths of a mile west of Sunrise Road / CSAH 9 on the south side of Olson Road in Sunrise Township. The property owner is proposing to create one new 10± acre parcel from the 50.7± acre subject site, with the 40± acre remnant / residual parcel being exempt from the platting process as it's 20 acres or larger with at least 500' in all dimensions.

The subject site along with properties to the north and west are located within the Agricultural (AG) District, whereas properties to the east and one property to the south are located within the Rural Residential I (RRI) District as they're part of or near the historic Sunrise village center. The adjacent image shows the RRI District highlighted in yellow and the AG District with no highlighting.



Topography of the proposed lot includes nearly level elevations ranging from 835' to 838', with dense vegetation throughout the north 290'± of the lot and along the south property boundary. There are no identified wetlands. The proposed 10± acre lot appears to be used for agricultural purposes presently.

Surrounding properties range in size from five acres to 55 acres, with most surrounding properties having been developed for residential use and/or being used for 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 lot. As proposed, Lot 1, Block 1, Hirsch Homestead complies 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	10± acres	342'±	1,316'±	21,500 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 Virginia Carlson on September 11, 2024. Wetland Specialist Fertig commented that the wetland delineation and soils report 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 September 19, 2024 meeting and recommended approval with no comments or recommended conditions.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on December 3, 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 Hirsch Homestead with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Hirsch Homestead is approved per plat drawing dated signed June 28, 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.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Hirsch Homestead 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 Hirsch Homestead 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 Hirsch Homestead.
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 December 3, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1001, a resolution recommending approval of the Preliminary Plat of Hirsch Homestead, 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. PC2024-1001



Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 24-1502

Township Sunrise S/T/R 5/35/20 PID# 09.00049.00
Project Address 11803 Olson Road, Harris, MN 55032
Property Owner(s) ~~Bluma~~ Virginia Carlson
Mailing Address (If Different from Project Address) Same
Phone# [REDACTED] Email [REDACTED]
Applicant(s) Virginia Carlson
Mailing Address (If Different from Project Address) _____
Phone# _____ Email _____

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) Single lot sub division - 10 acres

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

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

Virginia Carlson
Applicant Signature

6/28/24
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	\$ <u>500</u>	Application Received	<u>8-2-24</u>
Recording Fee	\$ <u>46</u>	Application Complete	<u>8-5-24</u>
Plat Fee - No Road(s) / With Road(s)	\$ <u>150</u>	60 / 120 Day Review Period	<u>12-3-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ <u>ALA CART</u>		
TOTAL FEE	\$ <u>696</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Sunrise S/T/R 5/35/20 PID# 09.00049.00
Project Address 11803 Olson Road, Harris, MN 55032
Property Owner(s) Virginia Carlson
Mailing Address (If Different from Project Address) Same
Phone# [REDACTED] Email [REDACTED]
Applicant(s) Virginia Carlson
Mailing Address (If Different from Project Address) _____
Phone# _____ Email _____

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) Single lot sub-division - 10 acres

Virginia Carlson
Applicant Signature

6/28/24
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 OCT 3, 2024

Date of Township Presentation SEPT 19, 2024

Township Action Taken (Township Use Only)

☒ Recommendation of Approval

☐ Recommendation of Denial

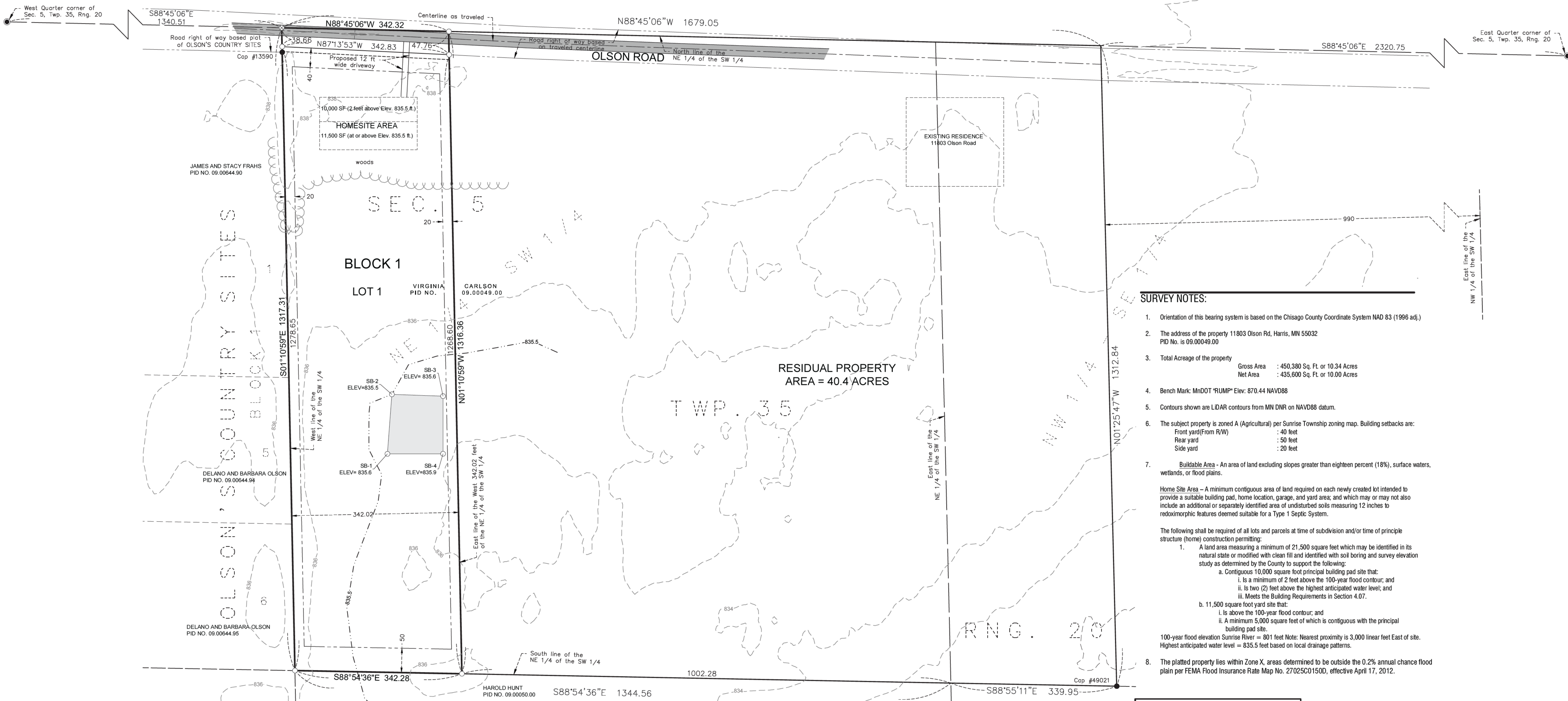
Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

NO RECOMMENDATIONS

Signatures of Township Officials or Authorized Personnel

Carl P. Johnson [Signature] Adm. H. Erlone #9/19/2024
[Signature] [Signature]

PRELIMINARY PLAT OF HIRSCH HOMESTEAD



- SURVEY NOTES:**
- Orientation of this bearing system is based on the Chisago County Coordinate System NAD 83 (1996 adj.).
 - The address of the property 11803 Olson Rd, Harris, MN 55032
PID No. is 09.00049.00
 - Total Acreage of the property
Gross Area : 450,380 Sq. Ft. or 10.34 Acres
Net Area : 435,600 Sq. Ft. or 10.00 Acres
 - Bench Mark: MnDOT "RUMP" Elev: 870.44 NAVD88
 - Contours shown are LIDAR contours from MN DNR on NAVD88 datum.
 - The subject property is zoned A (Agricultural) per Sunrise Township zoning map. Building setbacks are:
Front yard (From R/W) : 40 feet
Rear yard : 50 feet
Side yard : 20 feet
 - Buildable Area - An area of land excluding slopes greater than eighteen percent (18%), surface waters, wetlands, or flood plains.
- Home Site Area - A minimum contiguous area of land required on each newly created lot intended to provide a suitable building pad, home location, garage, and yard area; and which may or may not also include an additional or separately identified area of undisturbed soils measuring 12 inches to redoximorphic features deemed suitable for a Type 1 Septic System.
- The following shall be required of all lots and parcels at time of subdivision and/or time of principle structure (home) construction permitting:
- A land area measuring a minimum of 21,500 square feet which may be identified in its natural state or modified with clean fill and identified with soil boring and survey elevation study as determined by the County to support the following:
 - Contiguous 10,000 square foot principal building pad site that:
 - Is a minimum of 2 feet above the 100-year flood contour; and
 - Is two (2) feet above the highest anticipated water level; and
 - Meets the Building Requirements in Section 4.07.
 - 11,500 square foot yard site that:
 - Is above the 100-year flood contour; and
 - A minimum 5,000 square feet of which is contiguous with the principal building pad site.
- 100-year flood elevation Sunrise River = 801 feet Note: Nearest proximity is 3,000 linear feet East of site. Highest anticipated water level = 835.5 feet based on local drainage patterns.
- The platted property lies within Zone X, areas determined to be outside the 0.2% annual chance flood plain per FEMA Flood Insurance Rate Map No. 27025C0150D, effective April 17, 2012.

- LEGEND**
- A CHISAGO COUNTY MONUMENT
 - A FOUND 1/2" IRON PIPE MONUMENT W/CAP MARKED 13590
 - A SET IRON PIPE MONUMENT W/CAP 42648 TO BE SET WITHIN 1 YEAR FROM PLAT APPROVAL
 - ⊗ A SET MAGNETIC NAIL W/WASHER INSCRIBED 42648
 - ^{SB} SOIL BORING

PROPERTY DESCRIPTION:

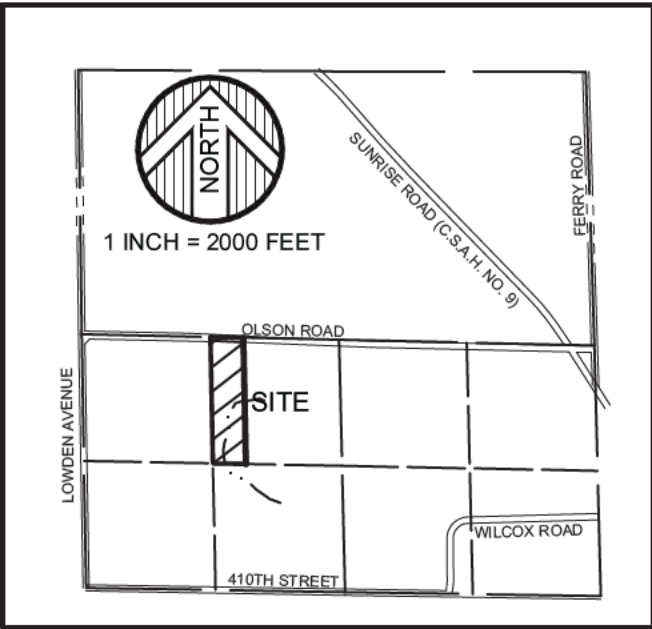
The West 342.02 feet of the Northeast Quarter of the Southwest Quarter, Section 5, Township 35, Range 20, Chisago County, Minnesota.

WETLAND SPECIALIST
JACOBSON ENVIRONMENTAL CONSULTANT
2109 JOPLIN STREET
MORA, MN 55051
(612) 802-6619

LAND SURVEYOR
WIDSETH
KELLY JORDAN
5368 268TH ST
WYOMING, MN 55092
PHONE (651) 353-2343

OWNER & DEVELOPER
VIRGINIA CARLSON
11803 OLSON ROAD
HARRIS, MN 55032
651-491-9818
GINYOTTER@GMAIL.COM

SOIL BORING
JOSH PUTT LIC #L4063
PO BOX 45
SHAFER, MN 55074
651-900-1567
TEST DATE: MAY 18, 2024



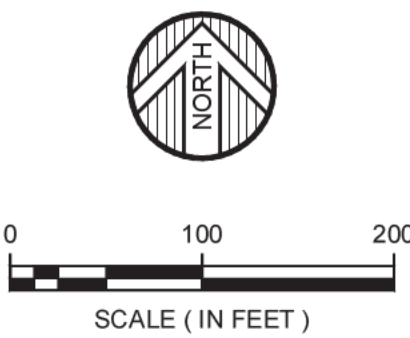
SEC. 5, T35, R20
SUNRISE TOWNSHIP
CHISAGO COUNTY, MINNESOTA

DRAINAGE AND UTILITY ARE SHOWN
THUS:

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

SEPTIC TEST AREA = 13,151 SQ. FT.

BITUMINOUS SURFACE



DATE:	DATE:	AMENDMENTS	BY:	PREPARED FOR:
June 2024				VIRGINIA CARLSON
SCALE: AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JMM				Kelly L. Jordan
CHECKED BY: KLJ				DATE: 06-28-2024 LIC. NO. 42648
FILE NUMBER: 2024-10926				

Virginia Carlson – 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).



Virginia Carlson – 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).



RESOLUTION NO. PC2024-1001
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF HIRSCH HOMESTEAD

WHEREAS, property owner Virginia Carlson submitted an application dated received August 2, 2024 and considered complete on August 5, 2024 for the Preliminary Plat of Hirsch Homestead; and

WHEREAS, the property owner wishes to create one 10± acre lot from the 50.7± acre subject site; and

WHEREAS, the subject site is located at 11803 Olson Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00049.00

Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4) and Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4), except the East 990 feet of the Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

WHEREAS, notice was provided and on October 3, 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 Hirsch Homestead 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 Hirsch Homestead is approved per plat drawing dated signed June 28, 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.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of October, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1016- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF HIRSCH HOMESTEAD

WHEREAS, property owner Virginia Carlson submitted an application dated received August 2, 2024 and considered complete on August 5, 2024 for the Preliminary Plat of Hirsch Homestead; and

WHEREAS, the property owner wishes to create one 10± acre lot from the 50.7± acre subject site; and

WHEREAS, the subject site is located at 11803 Olson Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00049.00

Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4) and Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4), except the East 990 feet of the Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

WHEREAS, notice was provided and on October 3, 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 recommended approval of the Preliminary Plat of Hirsch Homestead with conditions per Resolution No. PC2024-1001; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Hirsch Homestead and the Planning Commission's recommendation at its October 16, 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 Hirsch Homestead, subject to the following conditions:

1. The Preliminary Plat of Hirsch Homestead is approved per plat drawing dated signed June 28, 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.

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: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 13
Title of Item for Consideration: Mariah Van Heel Interim Use Permit – Accessory Structure Without a Principal Structure	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Property owner Mariah Van Heel is requesting an Interim Use Permit (IUP) to allow an accessory structure (pole building) on her 29 +/- acre property without the presence of a principal structure. The subject property is generally located at the Southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township (PID #01.00393.10). At their meeting of October 3, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Interim Use Permit with conditions, per Resolution No. PC2024-1002. 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 has on this matter is December 3, 2024. Among the options for the County Board at tonight’s meeting are the following: • Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form; • Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight’s meeting (to be codified as part of the formal IUP approval); • The County Board may continue consideration of the request within an extended 120 day period. Notice should be provided of the of the intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)). • The County Board may Deny the IUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the 60-day agency action deadline (or 120-day period if so extended). Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft) Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Mariah Van Heel Interim Use Permit (IUP) to allow an accessory structure. The following is the suggested language for the motion: “Move to Approve Resolution No. 24/1016_____ , a Resolution of the County Board of Commissioners of	

Chisago County, Minnesota, approving the Mariah Van Heel Interim Use Permit (IUP) to allow an accessory structure on her 29-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is generally located at the Southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township (PID #01.00393.10)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Interim Use Permit for an Accessory Structure Without the Presence of a Principal Use Structure

**Mariah Van Heel
xxxxx Pottery Trail
Amador Township
PID 01.00393.10**

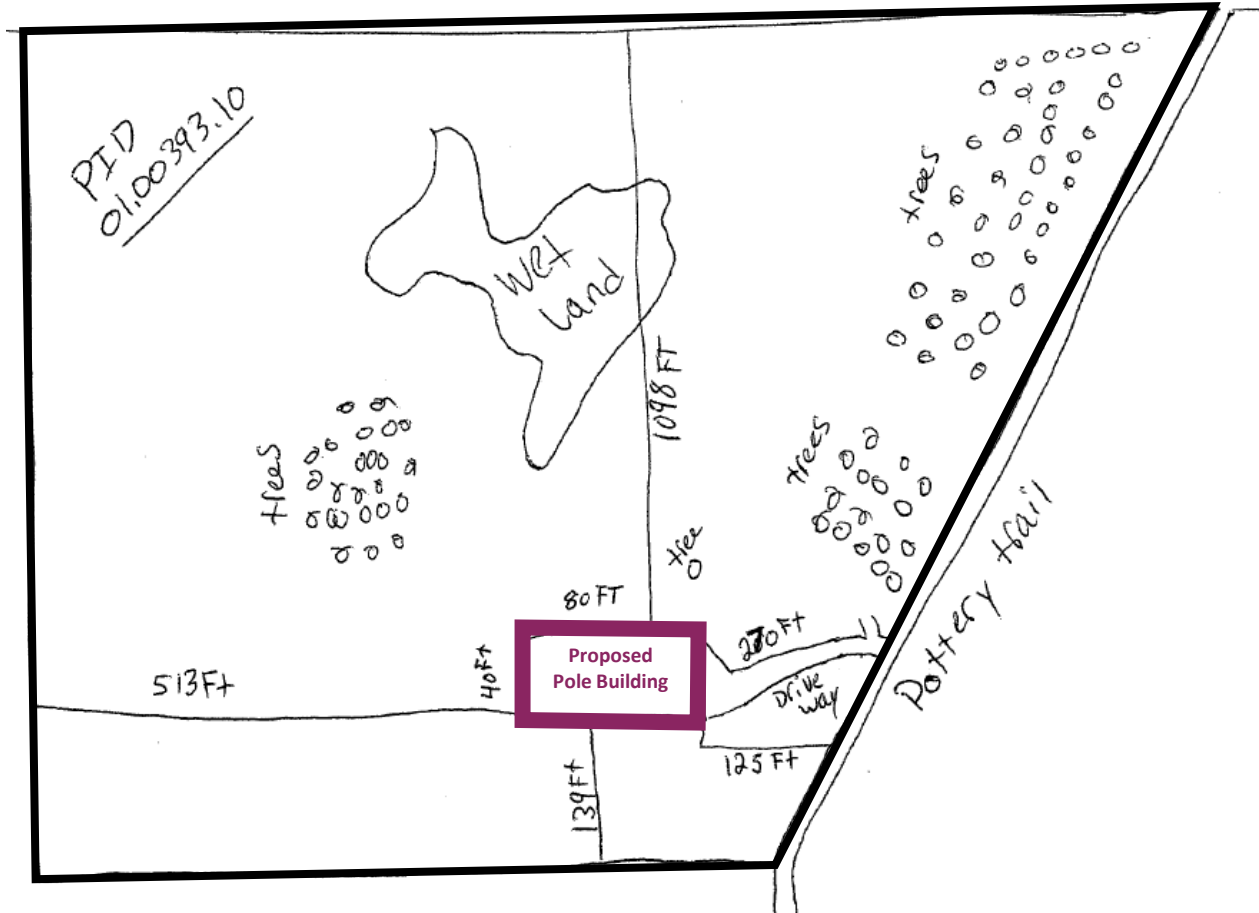
Site Analysis

- Subject site is 29± acres in size and located at the southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township.
- Topography of the site includes slightly rolling elevations of 979' to 995'. Additionally, the site appears to include pockets of forestation and three distinct wetland areas.
- The subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range in size from 10 to 80 acres, with the majority of properties having been developed for residential purposes and/or being used for agricultural purposes.



Proposal Analysis

- Site plan shows an existing / proposed driveway access from Pottery Trail between the large stands of trees and the south property boundary.
- Application materials indicate that the proposed accessory structure will be 40' x 80' (3,200 sf) in size with 16' side walls. The written narrative explains that the structure will be for personal storage. The narrative also explains that the property owner intends to further develop the subject site with a dwelling in the future. Staff notes that, with IUP approval, the property owner would not be required to further develop the site with a dwelling.
- Site plan shows that the proposed location of the accessory structure is approximately 139' from the south property boundary, 513' from the west property boundary, 1,098' from the north property boundary / 375th Street, and 125' from the east property boundary / Pottery Trail. While the proposed setbacks don't perfectly align with the actual property dimensions, it's clear that the proposed location far exceeds all required setbacks.
- Application does not include a request for sanitary facilities within the proposed accessory structure; therefore, no sanitary facilities will be allowed until and unless the property is further developed with a principal use structure.



Review Process



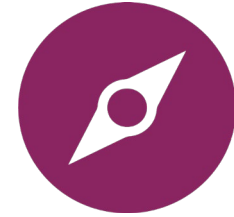
Technical Review Committee September 11, 2024

Committee did not identify any immediate concerns.



Amador Town Board September 10, 2024

Town Board recommended approval with no comments or recommended conditions.



State Mandated Review Period

The initial 60-day review period was scheduled to expire on October 4, 2024. Because this timeframe would not accommodate all necessary meetings, staff extended the review period by an additional 60 days. The extended review period will expire on December 3, 2024.

Staff Recommendation

Staff believes that the proposed Interim Use Permit (IUP) complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the IUP with draft Findings of Fact (see above) and conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Options

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Interim Use Permit.
4. **Table the request** to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on December 3, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

Action Requested

Motion to adopt Resolution No. PC2024-1002, a resolution recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 01.00393.10 in Amador Township, with Findings of Fact and conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Interim Use Permit for Accessory Structure
 375th Street / CSAH 11 and Pottery Trail, Amador Township
 DATE: October 3, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a request for an Interim Use Permit (IUP) allowing an accessory structure for personal use and storage without the presence of a principal use structure.

SITE & APPLICATION INFORMATION

Property Owner(s): Mariah Van Heel
 Applicant(s): Mariah Van Heel
 General Location: Southwest corner of 375th Street / CSAH 11 and Pottery Trail
 Amador Township
 Section 26, Township 35, Range 20
 PID: 01.00393.10
 Property Area: 29± Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 East: Agricultural (AG) District
 West: Agricultural (AG) District
 Date Application Received: August 5, 2024
 Date Application Complete: August 5, 2024
 60-Day Review Period: October 4, 2024
 Extended Review Period: December 3, 2024

BACKGROUND

Property owner Mariah Van Heel has applied for an Interim Use Permit (IUP) to allow a singular accessory structure (pole building) on her 29± acre property without the presence of a principal use structure, such as a dwelling.



SITE & PROPOSAL ANALYSIS

The 29± acre subject site is located at the southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township. Topography of the site includes slightly rolling elevations of 979' to 995'. Additionally, the site appears to include pockets of forestation and three distinct wetland areas (refer to the adjacent image). The attached site plan shows an existing / proposed driveway access from Pottery Trail between the large stands of trees and the south property boundary.

The application materials indicate that the proposed accessory structure will be 40' x 80' (3,200 sf) in size with 16' side walls. The written narrative explains that the structure will be for personal storage.

The narrative also explains that the property owner intends to further develop the subject site with a dwelling in the future. Staff notes that, with IUP approval, the property owner would not be required to further develop the site with a dwelling.



The site plan, while not to scale, shows that the proposed location of the accessory structure is approximately 139' from the south property boundary, 513' from the west property boundary, 1,098' from the north property boundary / 375th Street, and 125' from the east property boundary / Pottery Trail. The required setbacks are 40' from Township Right-of-Way / 73' from centerline, 20' from side yards, and 50' from rear yard. While the proposed setbacks don't perfectly align with the actual property dimensions, it's clear that the proposed location far exceeds all required setbacks.

The subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range in size from 10 acres to 80 acres, with the majority of properties having been developed for residential purposes and/or being used for agricultural purposes.

The application does not include a request for sanitary facilities within the proposed accessory structure; therefore, no sanitary facilities will be allowed until and unless the property is further developed with a principal use structure.

REVIEW PROCESS

The Technical Review Committee met with Mariah Van Heel on September 11, 2024. The Committee did not identify any immediate concerns with the request.

The Amador Town Board considered the request at its September 17, 2024 meeting and recommended approval with no comments or recommended conditions.

The application was submitted on August 5, 2024 and deemed complete on the same date. The initial State mandated 60-day review period is scheduled to expire on October 4, 2024 and, because this timeframe will not accommodate all necessary meetings, staff extended the review period by an additional 60 days as allowed per Minnesota Statute 15.99. The extended review period will expire on December 3, 2024.

WRITTEN TESTIMONY

No written testimony was received upon completion of the staff 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, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not provide any written concern regarding the impact on Pottery Trail following its September 17, 2024 review of the request.

Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development

- does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3* *Given the size of the subject site (29± acres), the existing forestation / vegetation, the current agricultural use of neighboring properties, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4* *The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5* *The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6* *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7* *The proposed accessory structure is intended for the property owner's personal use and storage. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not communicate any concerns related to traffic hazards or congestion on Pottery Trail following its September 17, 2024 review of the request.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8* *The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties*

by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

STAFF RECOMMENDATION

Staff believes that the proposed Interim Use Permit (IUP) complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the IUP with draft Findings of Fact (see above) and conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Interim Use Permit.
4. **Table the request** to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on December 3, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1002, a resolution recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 01.00393.10 in Amador Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Written narrative
 - c. Site plan
 - d. Building plans
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2024-1002



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 24-1524

Township Amador S/T/R 26/35/20 PID# 01.00393.10

Project Address _____

Property Owner(s) Mariah Van Heel

Mailing Address (If Different from Project Address) 540 Lois LN Lino Lakes MN 55014

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Mariah Van Heel

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

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) I would like to Build a 40x80 Pole

shed. / Accessory structure without A Dwelling

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

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

[Signature]

8-3-24

Fees		Dates	
Base Fee	\$ <u>650-</u>	Application Received	<u>8-5-24</u>
Recording Fee	\$ <u>46-</u>	Application Complete	<u>8-5-24</u>
Plat Fee - No Road(s) / With Road(s)	\$ _____	☒ 60 Day Review Period	<u>10-4-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	<u>12-3-24</u>
Wetland Fee	\$ _____		
TOTAL FEE	\$ <u>696-</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Amador S/T/R 26/35/20 PID# 01.00393.10

Project Address _____

Property Owner(s) mariah VanHeel

Mailing Address (If Different from Project Address) 540 Lois LN Lino Lakes mn 55014

Phone# _____ Email _____

Applicant(s) mariah VanHeel

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

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) I would like to Build a 40x80
Pole shed / Accessory structure without a dwelling

Wk

8-3-24

Date of County Public Hearing OCT. 3, 2024 Date of Township Presentation SEPT. 17, 2024

Township Action Taken (Township Use Only)

- ☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

Ain Strong AMT FINE Pete

Parcel Id number 01.00393.10

Almelund Mn

Hello I am looking to build a 40x80x16 pole shed on my Agriculture land for my own storage this year, 2024 before winter. In the future I plan to build a house on my property and homestead it. Someday in the future I'd like to put a toilet and sink into this shed. Just a girl trying to start a future.
Thank you for your time.

Mariah Van Heel

But not until
there is A Home Built.

North

375th St

PID
01.00393.10

West

trees

Wet
Land

1098 FT

tree

trees

East

Pottery trail

513 FT

40 FT

80 FT

200 FT

Drive
way

125 FT

139 FT

South



Date: 08/05/2024 - 11:34 AM

Design Name: Post Frame Design

Design ID: 322054250401

Estimated price: \$28,936.70 *

*Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

MENARDS

Design & Buy™

POST FRAME

How to recall and purchase a saved design at home

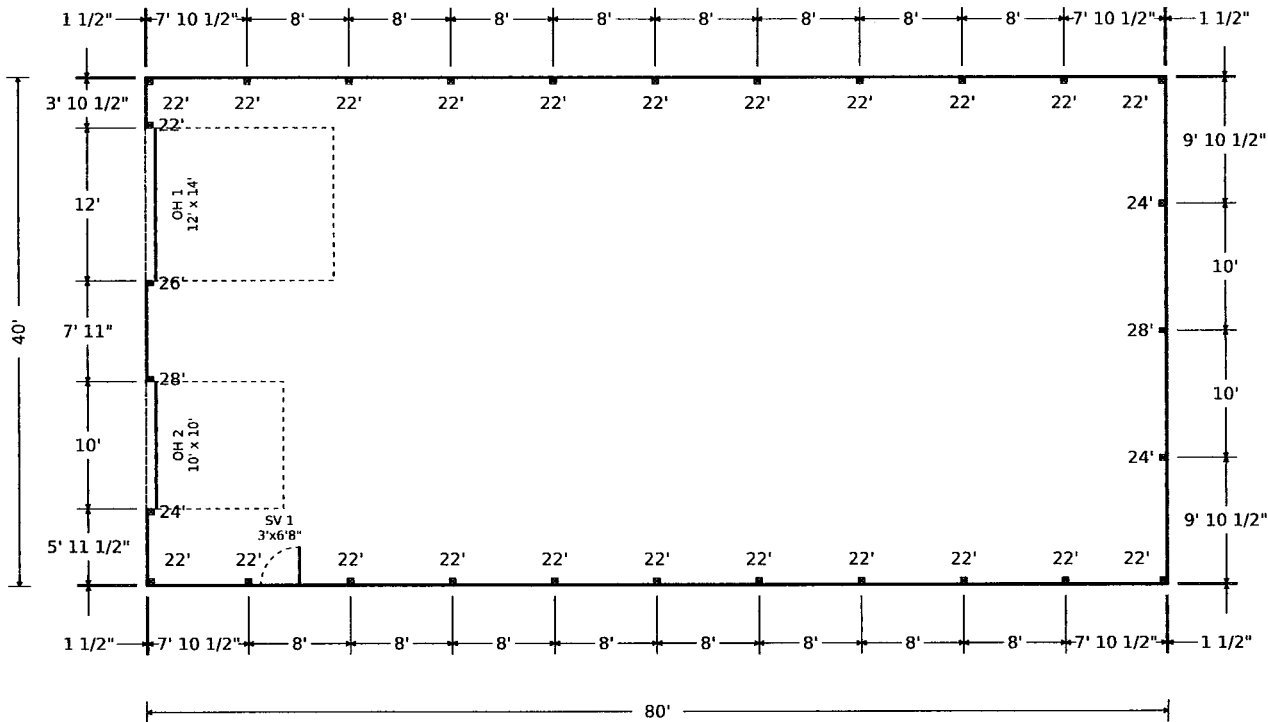


OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Buildings Designer
3. Recall your design by entering Design ID: 322054250401
4. Follow the on-screen purchasing instructions

How to purchase at the store

1. Enter Design ID: 322054250401 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions.



For other design systems search "Design & Buy" on Menards.com



Elevation Views





Congratulations, you have taken the first step towards making your new post frame building a reality!

- You have selected Menards to provide you with superior products produced by Midwest Manufacturing that will meet your needs. For a more detailed look at these premium products visit us on the web at www.midwestmanufacturing.com.

*Delivery charge is not included in price. Items ordered to complete your building from vendors other than Midwest Manufacturing are not available for pickup from the plant.

Design #: 322054250401
Store: ST. CROIX FALLS



Post Frame Building Estimate

Date: Aug 5, 2024 11:34:47 AM

Building Information

1. Building Use:	Code Exempt
2. Width:	40 ft
3. Length:	80 ft
4. Inside Clear Height:	16 ft
5. Floor Finish:	Dirt / Gravel
6. Post Embedment Depth:	4 ft
7. Footing Pad Size:	14 in x 4 in

Wall Information

1. Post Spacing:	8 ft
2. Post Type:	Posts
3. Girt Type:	Flat
4. Exterior Wall Panel:	Pro-Rib
5. Exterior Wall Color:	Midnight Gray
6. Trim Color:	Midnight Black
7. Wainscot Size:	36 in
8. Wainscot Color:	Midnight Black
9. Sidewall A Wainscot:	Yes
10. Sidewall B Wainscot:	Yes
11. Endwall D Wainscot:	Yes
12. Endwall C Wainscot:	Yes
13. Gable Accent:	No
14. Sidewall A Eave Light:	None
15. Sidewall B Eave Light:	None
16. Wall Fastener Location:	In the Flat
17. Bottom Trim:	Yes
18. Gradeboard Type:	2x8 Treated Gradeboard

Interior Finish

1. Wall Insulation Type:	None
2. Wall Liner Type:	None
3. Roof Condensation Control:	None

Roof Information

1. Pitch:	4/12
2. Truss Spacing:	8 ft
3. Roof Type:	Pro-Rib
4. Roof Color:	Midnight Black
5. Ridge Options:	Pro-Sky Ridge Cap
6. Roof Fastener Location:	In the Flat
7. Endwall Overhangs:	1 ft
8. Sidewall Overhangs:	1 ft
9. Fascia Size:	4 in Fascia
10. Soffit Color:	Midnight Black
11. Skylight Size:	None
12. Ridge Vent Quantity:	None
13. Ceiling Liner Type:	None
14. Purlin Placement:	On Edge
15. Ceiling Insulation Type:	None

Accessories

1. Outside Closure Strip:	Economy Vented
2. Inside Closure Strip:	Standard
3. Gable Vent Type:	None
4. Cupola Size:	None
5. Gutters:	No
6. End Cap:	No
7. Mini Print:	Email Only

Design #: 322054250401
Store: ST. CROIX FALLS



Post Frame Building Estimate
Date: Aug 5, 2024 11:34:47 AM

Doors & Windows

Name	Size	Wall
Window	48"x36"	1-B
Window	48"x36"	1-B
Service Door	36"x80"	1-B
Overhead Door	12' x 14'	1-C
Overhead Door	10' x 10'	1-C

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Project Name: QTREC0862708

Customer: NEW JOB



Qty: 5

Truss: P1

S/D:

T/D: QTREC086

Date: 08-01-24

Page: 1 of 1

1

5 11 14

5 11 14

1

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10 7 14

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29 4 2

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6 2 12

13 6 4

13

6 2 12

20 0 0

14

6 2 12

26 2 12

15

6 2 12

32 5 7

16

7 6 9

40 0 0

11

40 0 0

Material Summary

Member Forces Summary

Reaction Summary

Loads Summary

Notes

Deflection Summary

Bracing Data Summary

Plate offsets (X, Y):

Joint Stress Index (JSI):

NOTICE: A copy of this design shall be furnished to the erection contractor. The design of this individual truss is based on design criteria and requirements supplied by the Truss Manufacturer and relies upon the accuracy and completeness of the information set forth by the Building Designer. A seal on this drawing indicates acceptance of professional engineering responsibility solely for the truss component design shown. See the cover page and the Important Information & General Notes page for additional information. All connector plates shall be manufactured by Simpson Strong-Tie Company, Inc. in accordance with ESR-2782. All connector plates are 20 gauge, unless the specified plate size is followed by a "15" which indicates an 18 gauge plate, or "13" which indicates a high tensile 16 gauge plate.



Midwest Manufacturing

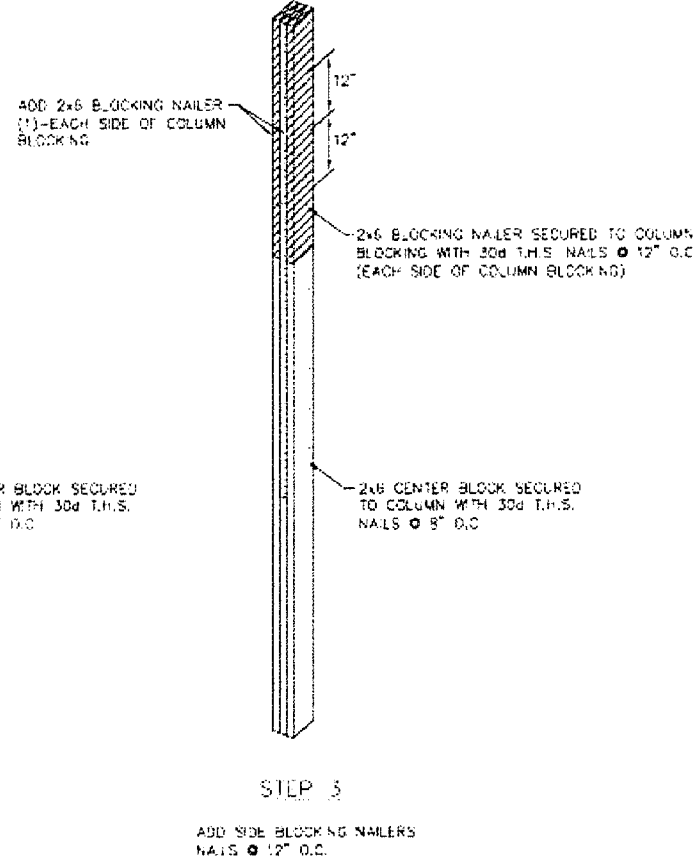
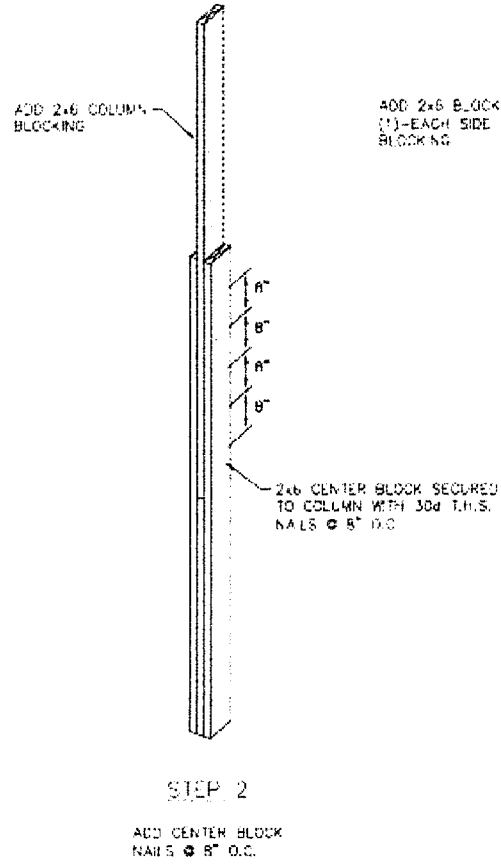
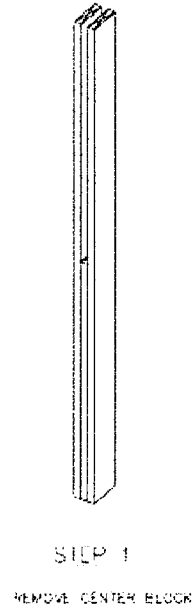
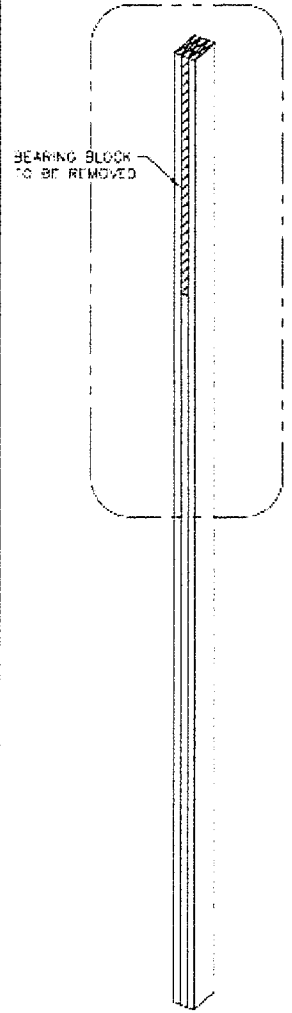
5311 Kume Road

Eau Claire, WI 54603

(715) 876-5555

midwestmanufacturing.com

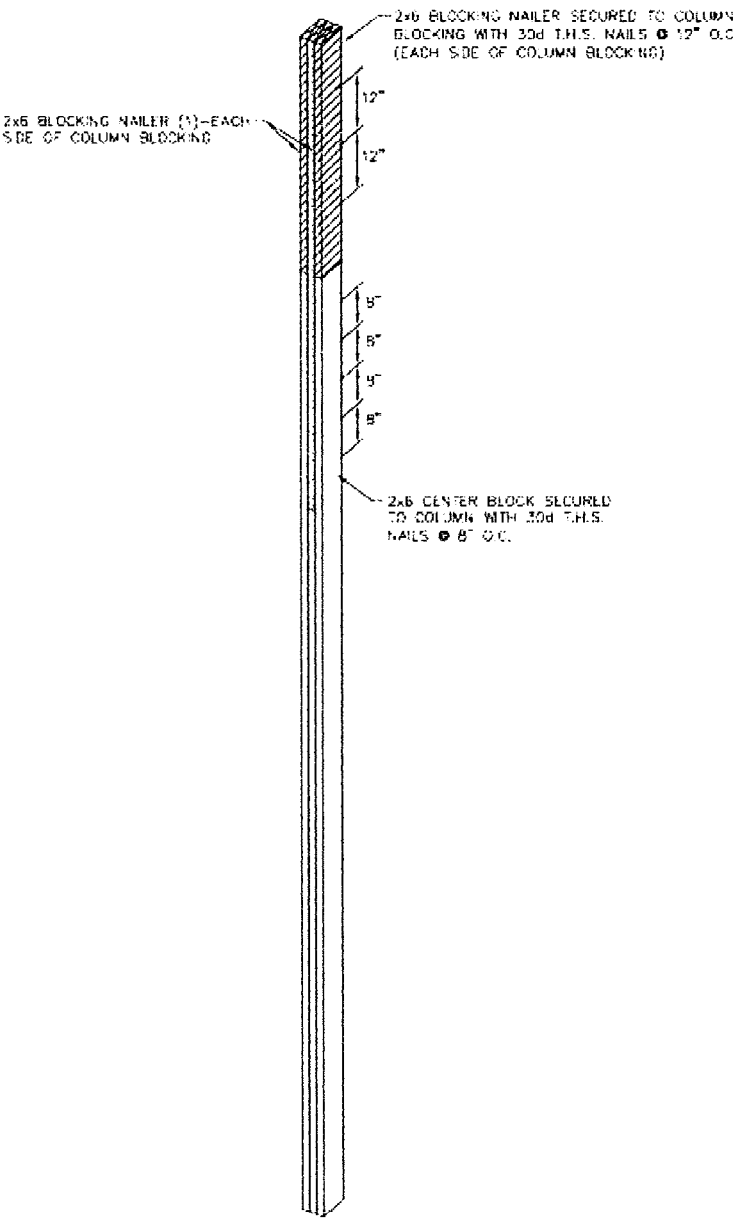
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ENDWALL COLUMN BLOCKING

ENGINEERING SERVICES

6301 KAHLE RD. S.W. CLACKAM, WA 98049 (206) 878-0660

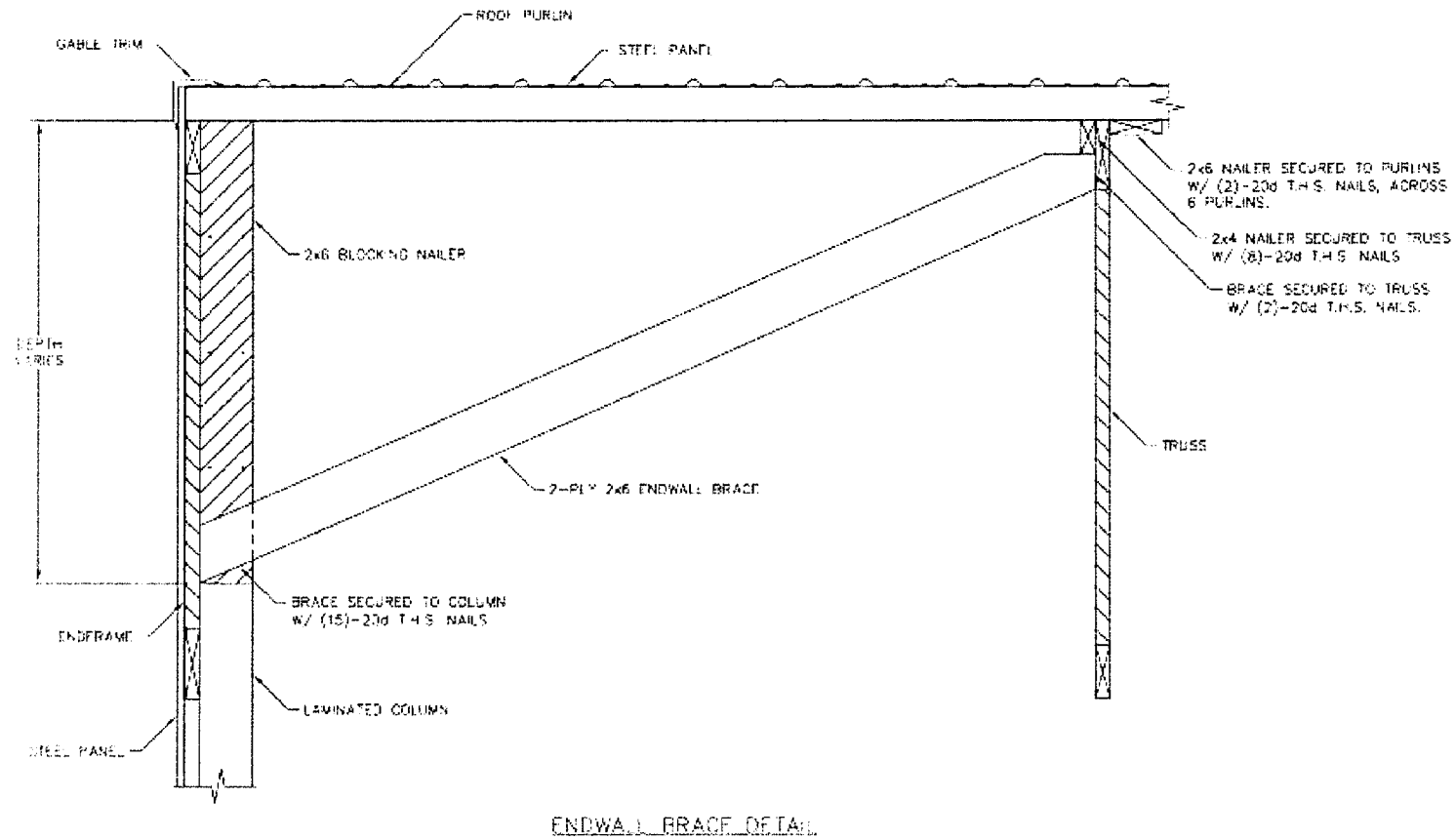


ENDWALL COLUMN BLOCKING DETAIL

ENDWALL COLUMN BLOCKING DETAIL

ENGINEERING SERVICES

2011 EXISTING TO NEW (CLASSED BY 04700 (753) 070-0000)



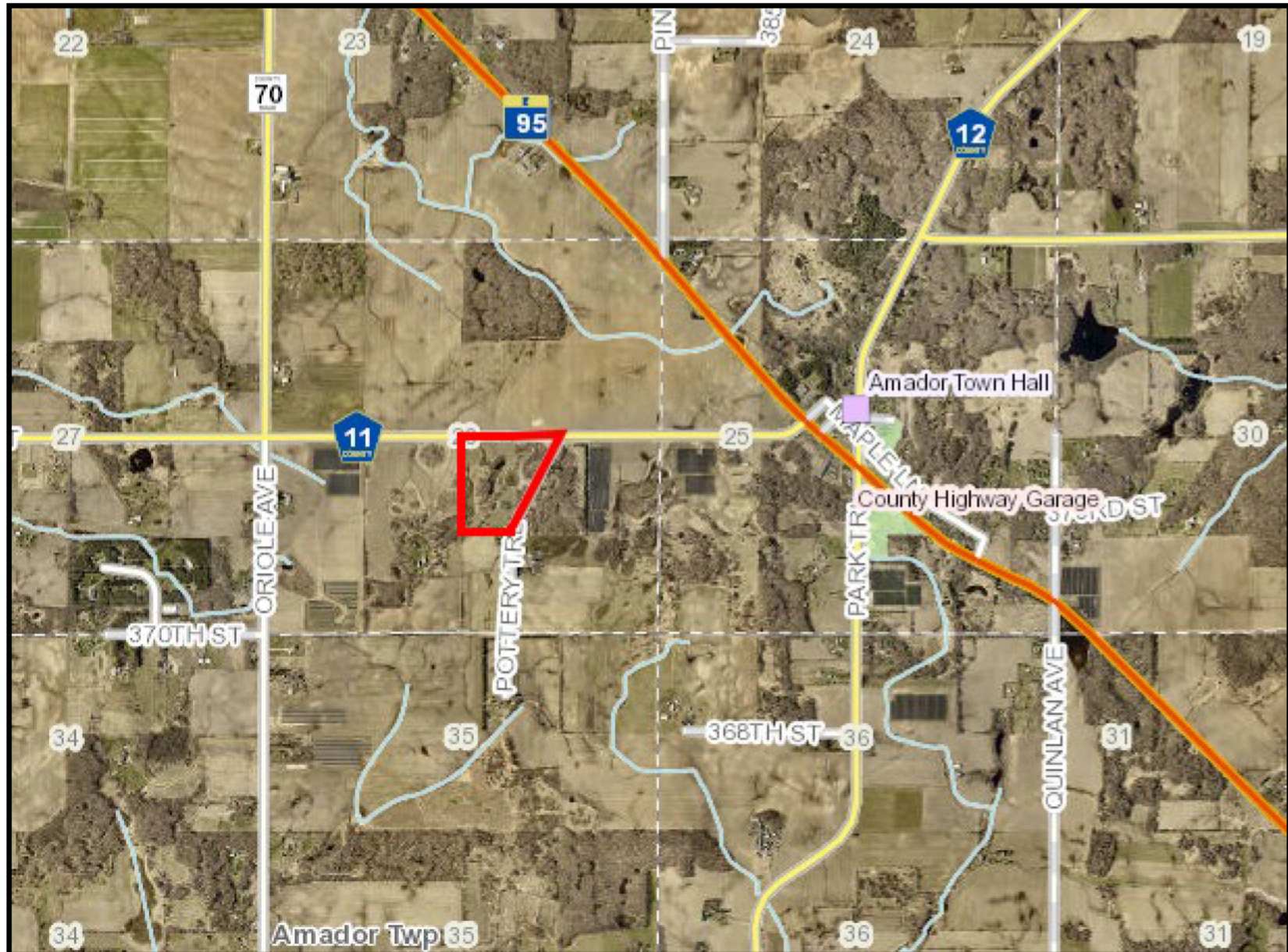
ENGINEERING SERVICES

6501 KANIE RD. S.W. CLARK, UT 84039 (713) 878-0600

Mariah Van Heel – 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).



Mariah Van Heel – 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).



RESOLUTION NO. PC2024-1002
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING AN ACCESSORY
STRUCTURE WITHOUT THE PRESENCE OF A PRINCIPAL USE STRUCTURE ON
PROPERTY IDENTIFIED AS PID 01.00393.10 IN AMADOR TOWNSHIP

WHEREAS, property owner Mariah Van Heel submitted an application dated received and considered complete on August 5, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at the southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township; and

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

WHEREAS, the subject site is 29± acres in size and legally described as:

PID 01.00393.10

The West Half of the Northwest Quarter of the Southeast Quarter of Section 26, Township 35 North, Range 20 West, Chisago County, Minnesota.

AND

That part of the following described real property lying northwesterly of the centerline of Pottery Trail:
The West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W1/2 of W1/2 of NE1/4 of SE1/4) and
The East Half of the Northwest Quarter of the Southeast Quarter (E1/2 of NW1/4 of SE1/4),
all located in Section 26, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on October 3, 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, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

- Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not provide any written concern regarding the impact on Pottery Trail following its September 17, 2024 review of the request.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 Given the size of the subject site (29± acres), the existing forestation / vegetation, the current agricultural use of neighboring properties, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 The proposed accessory structure is intended for the property owner's personal use and storage. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single*

family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not communicate any concerns related to traffic hazards or congestion on Pottery Trail following its September 17, 2024 review of the request.

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

Finding #8 *The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours

by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of October, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1016- _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE WITHOUT THE
PRESENCE OF A PRINCIPAL USE STRUCTURE ON PROPERTY IDENTIFIED AS PID 01.00393.10 IN
AMADOR TOWNSHIP**

WHEREAS, property owner Mariah Van Heel submitted an application dated received and considered complete on August 5, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at the southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township; and

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

WHEREAS, the subject site is 29± acres in size and legally described as:

PID 01.00393.10

The West Half of the Northwest Quarter of the Southeast Quarter of Section 26, Township 35 North, Range 20 West, Chisago County, Minnesota.

AND

That part of the following described real property lying northwesterly of the centerline of Pottery Trail:
The West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W1/2 of W1/2 of NE1/4 of SE1/4) and
The East Half of the Northwest Quarter of the Southeast Quarter (E1/2 of NW1/4 of SE1/4),
all located in Section 26, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on October 3, 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 recommended approval of the Interim Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1002; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 16, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance allows the proposed use in the*

Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 *Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not provide any written concern regarding the impact on Pottery Trail following its September 17, 2024 review of the request.*

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

Finding #3 *Given the size of the subject site (29± acres), the existing forestation / vegetation, the current agricultural use of neighboring properties, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*

- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
-
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The proposed accessory structure is intended for the property owner's personal use and storage. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not communicate any concerns related to traffic hazards or congestion on Pottery Trail following its September 17, 2024 review of the request.*
-
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.

4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 14
Title of Item for Consideration: Dennis Batty “Goose Lake Acres” 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: David and Sheryl Nichols and applicant Dennis Batty are requesting Preliminary Plat approval of Goose Lake Acres. The subject 40+ acre property is proposed to be divided into 3 lots ranging in size from 5 to 7.5 acres. The property is located at 48300 Cedarcrest Trail/CSAH 8, in Nessel Township, (PID # 06.00707.00). At their meeting of October 3, 2024, the Planning Commission conducted the requisite public hearing on the proposed Goose Lake Acres Preliminary Plat and recommended unanimous (6-0) approval with conditions, per Resolution No. PC2024-1003. 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, December 25, 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 Goose Lake Acres Preliminary Plat: “Move to Approve Resolution No. 24/1016-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Goose Lake Acres generally located at 48300 Cedarcrest Trail/CSAH 8, in Nessel Township, (PID # 06.00707.00)”	
Implications of Action – Recommended Board action grants approval of the Goose Lake Acres Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the	

Board.

Budget/Financial Implications: None.

Legal/Policy Implications: None.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Preliminary Plat of Goose Lake Acres

**David & Sheryl Nichols
Dennis Batty
48300 Cedarcrest Trail / CSAH 8
Nessel Township
PID 06.00707.00**

Site Analysis

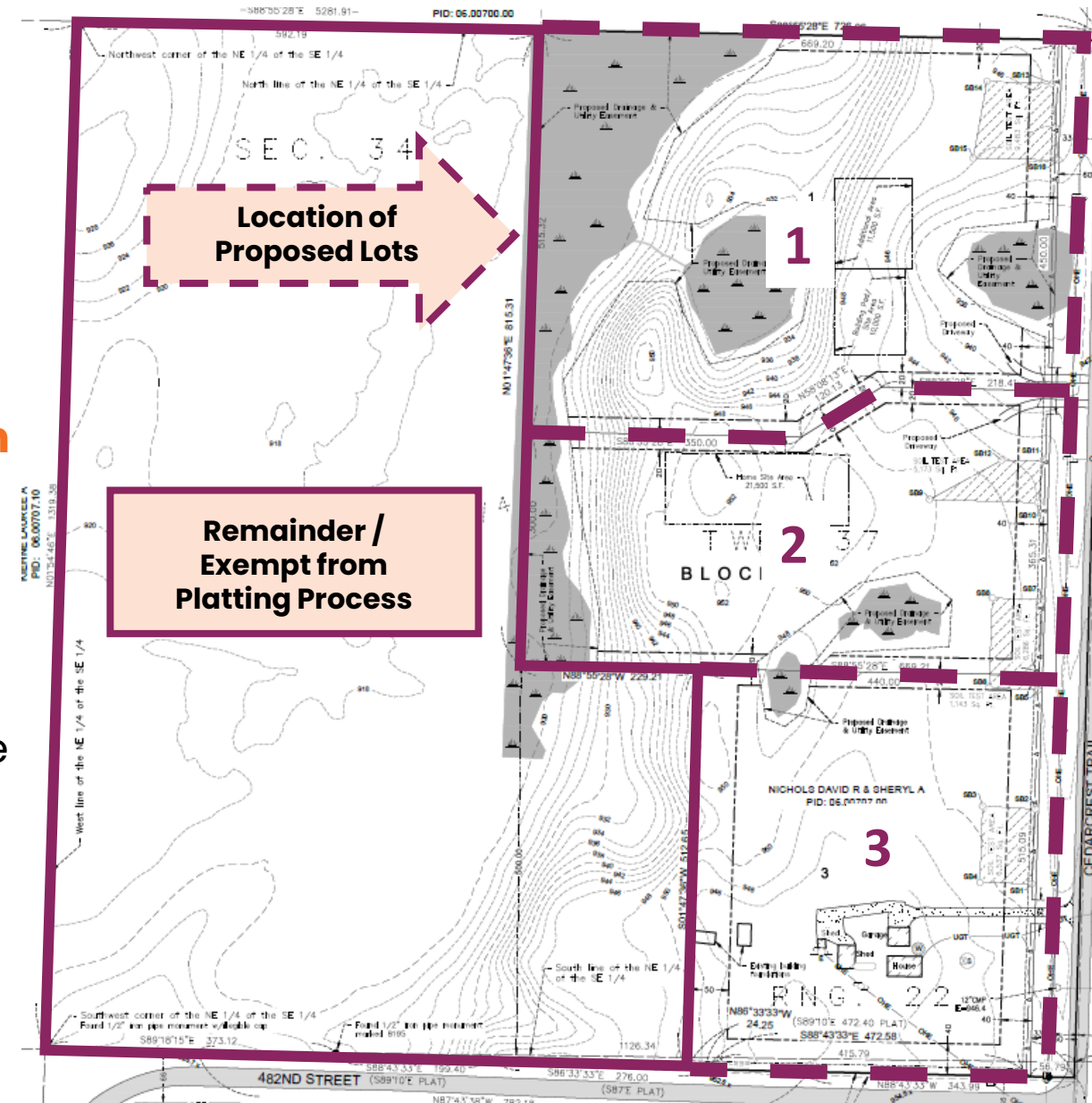
- Subject site is 40± acres in size and generally located at the NW corner of Cedarcrest Trail / CSAH 8 and 482nd Street and as close as approximately 540' east of Goose Lake in Nessel Township.
- Subject site and all surrounding properties are located within the AG District. The SW corner of the subject site is located within the Shoreland Management District given its proximity to Goose Lake; however, as a non-riparian property, it's subject to the underlying regulations of the AG District. Also, the portion of the property which is located within the Shoreland Management District is the portion shown to be exempt from the plat.
- Elevations of the southernmost proposed lot are relatively level, ranging from approximately 947' to 955', whereas elevations for the two northern proposed lots range more significantly from approximately 920' to 953'. The subject site features significant wetland areas, with the majority of wetlands being located on the portion of the property which is exempt from the plat. The Preliminary Plat drawing shows wetland areas scattered throughout proposed Lots 1 – 3, with the majority of wetlands being located adjacent to the west property boundary of Lots 1 and 2. These wetland areas do not appear large enough to prevent development of the proposed lots and, further, the Preliminary Plat drawing shows sufficient Home Site Areas outside of the wetland areas.
- Adjacent properties range in size from 5 to 35 acres, with properties in the surrounding area ranging more widely from 1 – 2 acres (adjacent to Goose Lake) to 111 acres (to the east). Most surrounding properties have been developed for residential use and/or are being used for agricultural purposes.



Proposal Analysis

Property owners David & Sheryl Nichols and applicant Dennis Batty are seeking 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 the 40± acre tract of land. The 20.63± acre remnant parcel, located west of the three proposed lots, is exempt from the platting process as it's 20 acres or larger with at least 500' in all dimensions.

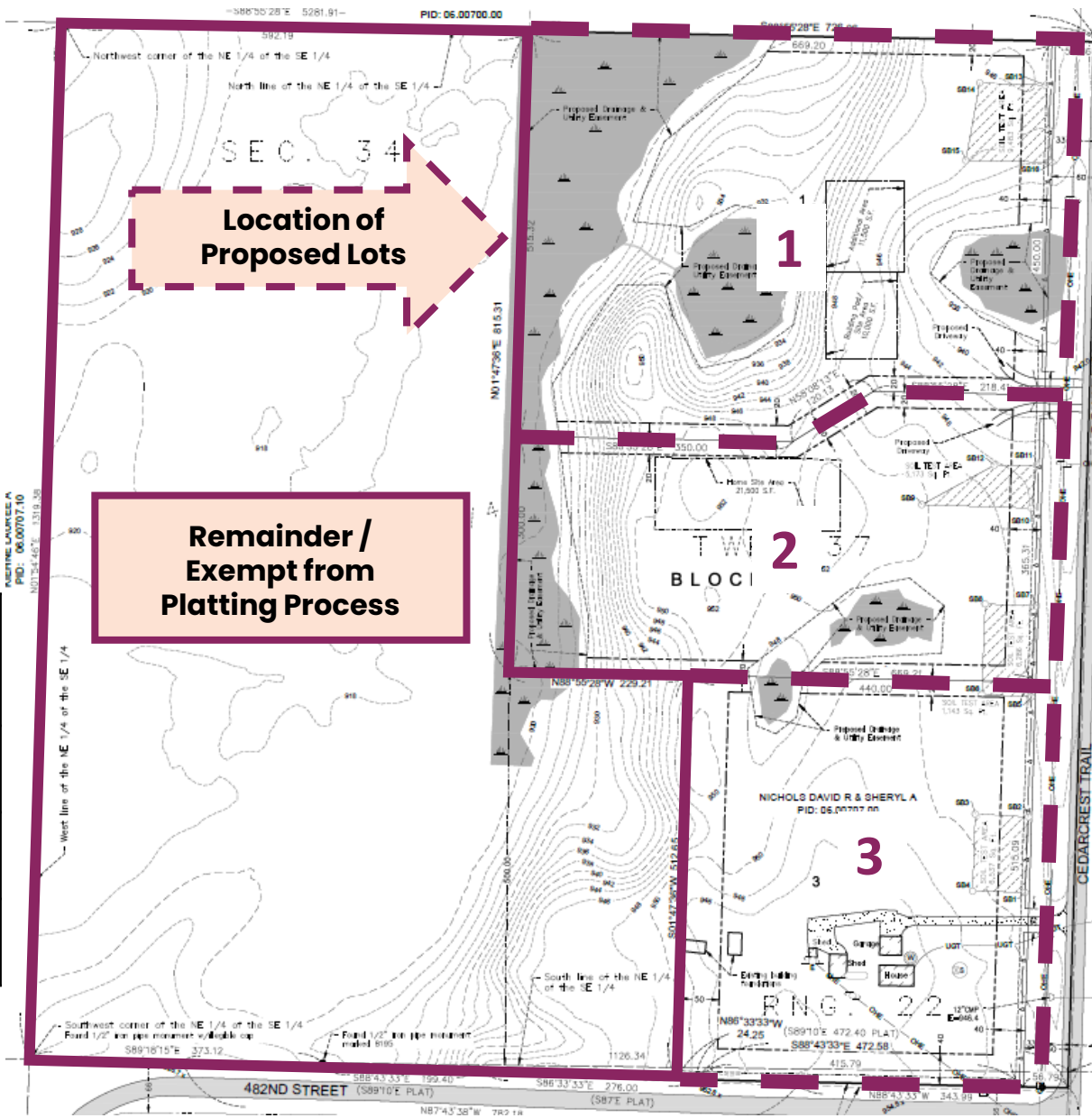
Proposed Lot 3 is shown to be developed with a dwelling and three detached accessory structures. Additionally, the Preliminary Plat drawing shows two existing building foundations adjacent to the proposed west property boundary. One of these foundations is located within the required structural setback area. The foundation itself is not necessarily an encroachment as it no longer constitutes a structure; however, if the plat is approved and the proposed west property boundary is created, the Department of Environmental Services will not allow a structure to be constructed on this foundation and would encourage the property owners to remove the foundation.



Proposal Analysis, Cont.

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, all 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	7.51 acres	450'±	669'±	21,500 sf
Lot 2, Block 1	5.01 acres	365'±	669'±	21,500 sf
Lot 3, Block 1	5.19 acres	515'±	440'±	Already developed



Review Process



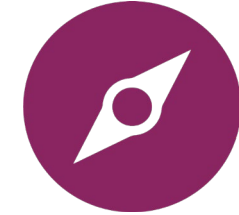
Technical Review Committee September 11, 2024

- The wetland delineation and soils report had been verified and found to be accurate.
- The Committee did not identify any immediate concerns.



Nessel Town Board September 10, 2024

Town Board recommended approval with no comments or recommended conditions.



State Mandated Review Period

The ordinance prescribed 120-day review period is scheduled to expire on December 25, 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 Goose Lake Acres with conditions.

Recommended Conditions:

1. The Preliminary Plat of Goose Lake Acres is approved per plat drawing dated signed August 13, 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.

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Goose Lake Acres 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 Goose Lake Acres 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 Goose Lake Acres.
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 December 25, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

Action Requested

Motion to adopt Resolution No. PC2024-1003, a resolution recommending approval of the Preliminary Plat of Goose Lake Acres, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Goose Lake Acres
 48300 Cedarcrest Trail / CSAH 8, Nessel Township
 DATE: October 3, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Goose Lake Acres, involving the creation of three lots from a 40± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s): David & Sheryl Nichols
 Applicant(s): Dennis Batty
 General Location: 48300 Cedarcrest Trail / CSAH 8
 Nessel Township
 Section 34, Township 37, Range 22
 PIDs: 06.00707.00
 Property Area: 40± Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 East: Agricultural (AG) District
 West: Agricultural (AG) District / Shoreland Management District
 Date Application Received: August 21, 2024
 Date Application Complete: August 27, 2024
 120-Day Review Period: December 25, 2024

BACKGROUND

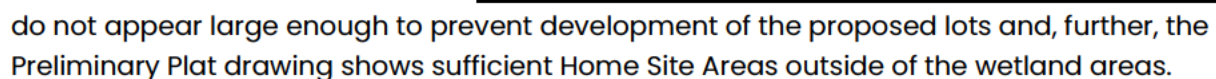
Property owners David & Sheryl Nichols and applicant Dennis Batty of Dennis Batty & Associates, Inc., are seeking approval of the Preliminary Plat of Goose Lake Acres, involving the creation of three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre tract of land located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township. The approximate outer boundary of the proposed lots is shown as a red dashed line in the adjacent image.



The 40± acre subject site is generally located at the northwest corner of Cedarcrest Trail / CSAH 8 and 482nd Street and as close as approximately 540' east of Goose Lake in Nessel Township. The subject site and all surrounding properties are located within the Agricultural (AG) District. The southwest corner of the subject site is located within the Shoreland Management District given its proximity to Goose Lake; however, as a non-riparian property, it's subject to the underlying regulations of the AG District. Also, the portion of the property which is located within the Shoreland Management District is the portion shown to be exempt from the plat.

Elevations of the southernmost proposed lot are relatively level, ranging from approximately 947' to 955', whereas elevations for the two northern proposed lots range more significantly from approximately 920' to 953'. The subject site features significant wetland areas (shown highlighted in green and yellow in the adjacent image), with the majority of wetlands being located on the portion of the property which is exempt from the plat. The Preliminary Plat drawing shows wetland areas scattered throughout proposed Lots 1 – 3, with the majority of wetlands being located adjacent to the west property boundary of Lots 1 and 2. These wetland areas do not appear large enough to pr

Preliminary Plat drawing shows su



Adjacent properties range in size from five acres to 35 acres, with properties in the surrounding area ranging more widely from 1 – 2 acres (adjacent to Goose Lake) to 111 acres (to the east). Most surrounding properties have been developed for residential use and/or are being used for 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, all 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	7.51 acres	450'±	669'±	21,500 sf
Lot 2, Block 1	5.01 acres	365'±	669'±	21,500 sf
Lot 3, Block 1	5.19 acres	515'±	440'±	Already developed

** 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 David Nichols and Dennis Batty on September 11, 2024. Wetland Specialist Fertig commented that the wetland delineation and soils report had been verified and found to be accurate. The Committee did not identify any immediate concerns.

The Nessel Town Board reviewed the proposed Preliminary Plat at its September 10, 2024 meeting and recommended approval with no comments or recommended conditions.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on December 25, 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 Goose Lake Acres with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Goose Lake Acres is approved per plat drawing dated signed August 13, 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.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Goose Lake Acres 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 Goose Lake Acres 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 Goose Lake Acres.
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 December 25, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1003, a resolution recommending approval of the Preliminary Plat of Goose Lake Acres, 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. PC2024-1003



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 24-~~000~~ 1731

Township Nessel S/T/R 34/37/22 PID# 06.00707.00

Project Address 48300 Cedarcrest Trail, Rush City, MN 55069

Property Owner(s) David & Sherry Nichols

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED]

Email [REDACTED]

Applicant(s) Dennis Batty, Dennis Batty & Associates, Inc., Architects

Mailing Address (If Different from Project Address) 22770 Imperial Avenue N, Forest lake, MN 55025

Phone# [REDACTED]

Email [REDACTED]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

☐ Variance

☐ Administrative Appeal

Planning Commission

☐ Conditional Use Permit (CUP)

☐ Interim Use Permit (IUP)

☐ Amendment to CUP or IUP

☒ Preliminary Plat

☐ Rezoning

☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) platting of existing 40 acre parcel into 3 lots plus a remnant.

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

☐ Full Legal Description

☐ Detailed Site Plan

☐ Detailed Written Narrative

☐ Plat Drawings

David Nichols Sherry Nichols
Applicant Signature

08/21/2024

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	\$ <u>500</u>	Application Received	<u>8-21-24</u>
Recording Fee	\$ <u>46</u>	Application Complete	<u>8-27-24</u>
Plat Fee — No Road(s) / With Road(s)	\$ <u>150</u>	60 / 120 Day Review Period	<u>12-25-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ _____		
TOTAL FEE	\$ <u>696</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Nessel S/T/R 34/37/22 PID# 06.00707.00

Project Address 48300 Cedarcrest Trail, Rush City, MN 55069

Property Owner(s) David & Sherry Nichols

Mailing Address (if Different from Project Address) _____

Phone# _____ Email _____

Applicant(s) Dennis Batty, Dennis Batty & Associates, Inc., Architects

Mailing Address (if Different from Project Address) 22770 Imperial Avenue N, Forest lake, MN 55025

Phone# _____ Email _____

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) platting of existing 40 acre parcel into 3 lots plus a remnant.

David Nichols Sherry Nichols
Applicant Signature

08/21/2024

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 OCT 3, 2024

Date of Township Presentation SEPT. 10, 2024

Township Action Taken (Township Use Only)

☒ Recommendation of Approval

☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

Michelle Meis Brad Munn
David L... Stacy Spahr

PROPERTY DESCRIPTION: (per Quit-Claim Deed Doc. No. A-321451)

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chicago County, Minnesota.

That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chicago County, Minnesota described as follows:

Beginning at the northeast corner of said SE 1/4 of the SE 1/4, thence South 01 degrees 47 minutes 36 seconds West, assumed bearing, along the east line of said SE 1/4 of the SE 1/4, a distance of 25.00 feet; thence North 88 degrees 43 minutes 33 seconds West a distance of 343.99 feet; thence North 87 degrees 43 minutes 38 seconds West a distance of 782.18 feet, more or less, to the north line of said Southeast Quarter of the Southeast Quarter, thence easterly, along said north line, a distance of 1126.34 feet to the point of beginning and said line thence remaining.

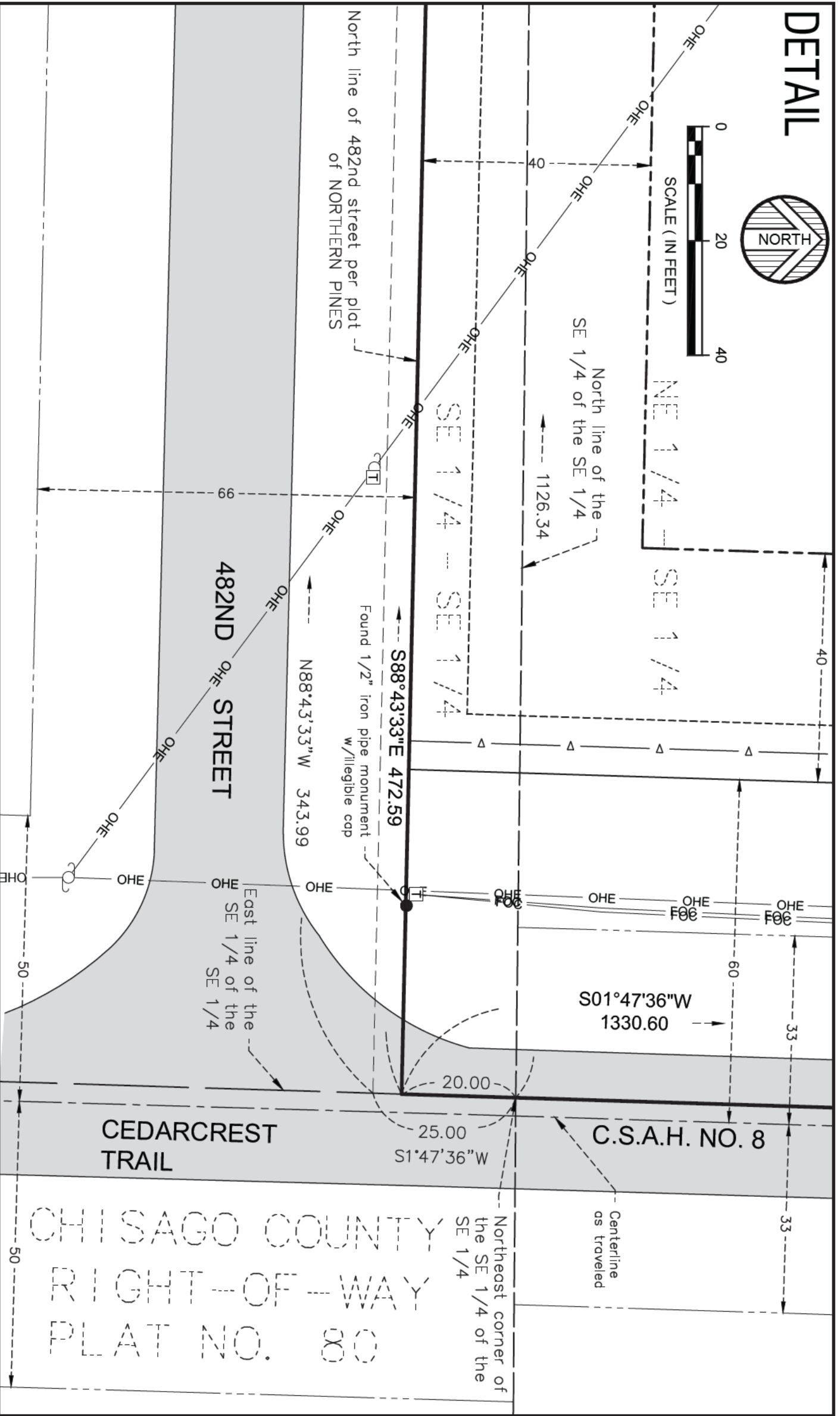
SURVEY NOTES:

- Orientation of this bearing system is based on the Chicago County Coordinate System NAD83 (1996 adf).
- Property Address: 48300 Cedarcrest Trail, Rush City, Minnesota, 55069.
- The portion of the property included in the proposed plat lies within Zone X, areas determined to be outside the 0.2% annual chance flood plan per FEMA Flood Insurance Rate Map No. 270250040D, effective April 17, 2012.
- Contours shown are LHA8 derived on the NAD83 datum provided by MNDNR and revised on June 18, 2024.
- The field work was performed on June 18 and June 27, 2024.
- Total Acreage: PFD No. 06-00707.00 = 1,746.033 Sq. ft. or 40.08 Acres (measured to north right of way line of 482nd Street)
- Proposed Lot Areas:
 - Lot 1, Block 1: 327,093 Sq. ft. or 7.51 Acres
 - Lot 2, Block 1: 218,162 Sq. ft. or 5.01 Acres
 - Lot 3, Block 1: 226,286 Sq. ft. or 5.19 Acres
- Dedicated Right of Way of C.S.A.H. No. 8: 75,002 Sq. ft. or 1.74 Acres
- Remnant Parcel: 898,560 Sq. ft. or 20.63 Acres (measured to north right of way line of 482nd Street)
- The property is zoned as (Ag) Agricultural (per Nessel Township Zoning Map)
- Building Setbacks: (per Chicago County Dimensional Standards)
 - Front yard (from County Road right of way): 40 feet
 - Side yard: 20 feet
 - Rear yard: 50 feet
- Home Site Area Standard: 21,500 sq. ft.
 - a.) Building Pad/Site Area: 10,000 sq. ft.
 - i.) 2 feet above nearest 100 year flood contour.
 - 100 year flood elevation of Goose Lake - Elev. = 918.0 MWD08 per Stillwater Elevations for Chicago County
 - 1/4 mile ± West of subject property
 - ii.) 2 feet above the highest anticipated water level
 - highest Anticipated Water Level = 942.0 MWD08 based on lowest elevation of C.S.A.H. No. 8 near northeast corner of proposed lot 2
 - iii.) Meets the building requirements in section 4.07
 - b.) 11,500 sq. ft. Additional Area
 - i.) Above the 100 year flood contour
 - ii.) A minimum 5,000 sq. ft. of which is contiguous with the principal building site pad

- Home Site Area Standard: 21,500 sq. ft.
 - a.) Building Pad/Site Area: 10,000 sq. ft.
 - i.) 2 feet above nearest 100 year flood contour.
 - 100 year flood elevation of Goose Lake - Elev. = 918.0 MWD08 per Stillwater Elevations for Chicago County
 - 1/4 mile ± West of subject property
 - ii.) 2 feet above the highest anticipated water level
 - highest Anticipated Water Level = 942.0 MWD08 based on lowest elevation of C.S.A.H. No. 8 near northeast corner of proposed lot 2
 - iii.) Meets the building requirements in section 4.07
 - b.) 11,500 sq. ft. Additional Area
 - i.) Above the 100 year flood contour
 - ii.) A minimum 5,000 sq. ft. of which is contiguous with the principal building site pad

SOIL BORING	BORING ELEVATION	SOIL	ELEV. AT MOTTED
SOIL BORING 1	949.0	947.0	
SOIL BORING 2	948.5	947.3	
SOIL BORING 3	949.3	948.1	
SOIL BORING 4	950.3	948.8	
SOIL BORING 5	947.8	946.6	
SOIL BORING 6	949.0	948.0	
SOIL BORING 7	947.2	946.1	
SOIL BORING 8	948.7	947.4	
SOIL BORING 9	950.7	949.5	
SOIL BORING 10	945.9	944.8	
SOIL BORING 11	945.3	944.1	
SOIL BORING 12	945.9	944.9	
SOIL BORING 13	945.7	944.7	
SOIL BORING 14	945.8	944.8	
SOIL BORING 15	946.2	944.9	
SOIL BORING 16	944.1	943.0	

DETAIL



PRELIMINARY PLAT
OF
GOOSE LAKE ACRES

OTTERSON JEREMIE R
PID: 06.00700.00

DEBENEK CHARLES
PID: 06.00700.10

Sec. 34, Twp. 37, Rng. 22

DIMAGGIO FRANK
PID: 06.00720.10

LEGEND

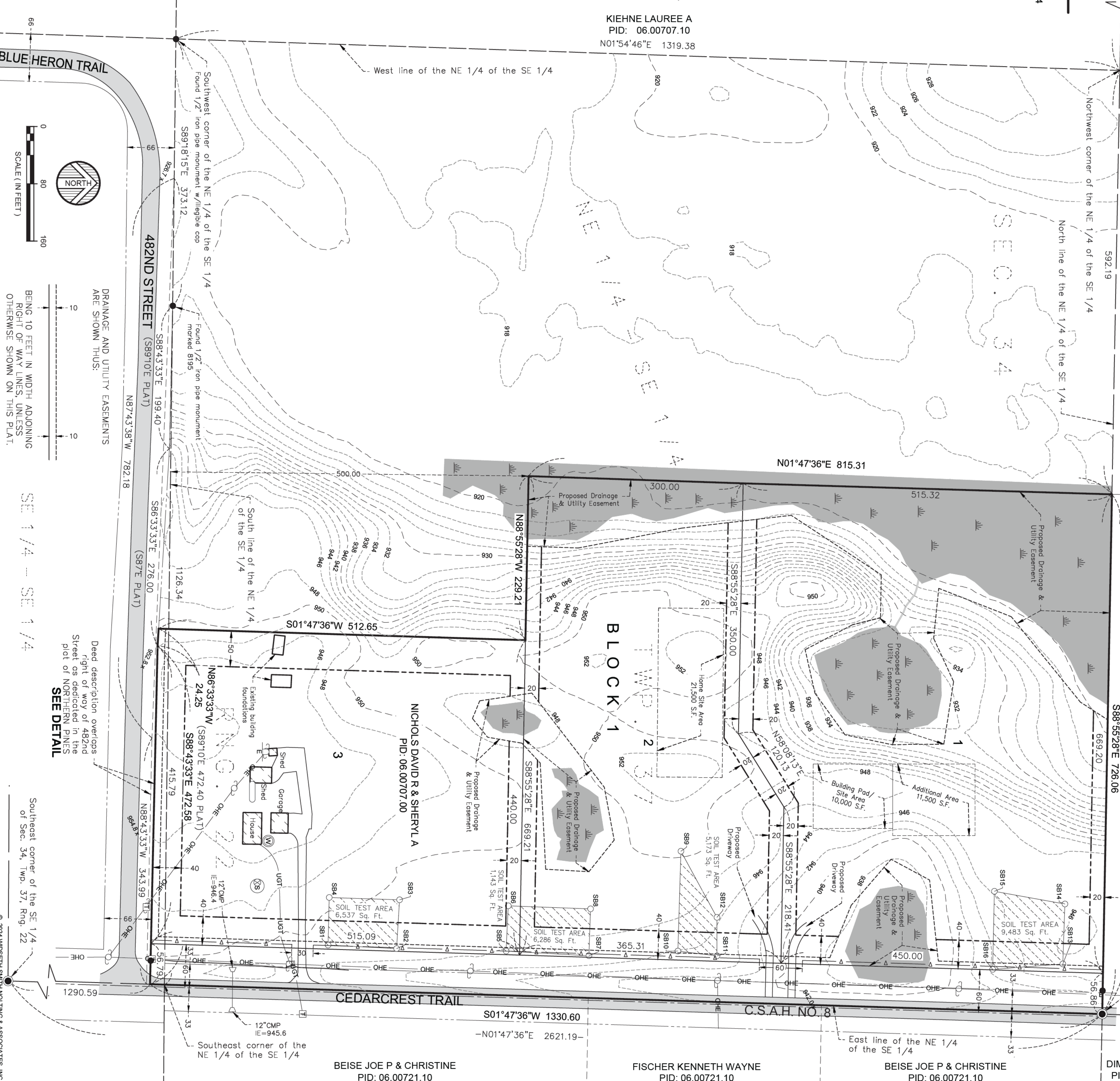
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT W/ CAP MARKED 25344 UNLESS OTHERWISE SHOWN ON DRAWING
- DENOTES A CHISAGO COUNTY SECTION CORNER MONUMENT
- ⊕ ELECTRIC METER
- ⊖ ELECTRIC POLE
- SOIL BORING
- ⊞ TELEPHONE PEDESTAL
- ⊞ SEPTIC CLEANOUT
- ⊞ WATER WELL
- ⊞ LIFT STATION
- ⊞ WETLAND SYMBOL
- RIGHT OF WAY LINE
- BOUNDARY LINE
- QUARTER LINE
- SIXTEENTH LINE
- SECTION LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- OVERHEAD ELECTRIC
- DENOTES RIGHT OF ACCESS
- DENOTES RIGHT TO CHISAGO COUNTY
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- BUILDING WALL HATCH
- DELINEATED WETLAND AREA

OWNER/DEVELOPER:
DAVID NICHOLS
48300 CEDARCREST TRAIL
RUSH CITY, MN 55069

WETLAND SCIENTIST:
WIDSETH
5368 286TH ST.
WYOMING, MN 55092
(651) 358-2351

SURVEYOR/ENGINEER:
WIDSETH SMITH NOTLING
5368 286TH ST.
PO BOX 45
WYOMING, MN 55092
(651) 464-3130

SOIL TESTER:
JOSEPH PLATT LLC #4063
SHAFER, MN
(651) 900-1567



DATE: August 13, 2024
SCALE: AS SHOWN
DRAWN BY: JAS
CHECKED BY: SMK

FILE NUMBER: 2024-11009

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David & Sheryl Nichols and Dennis Batty – 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).



David & Sheryl Nichols and Dennis Batty – 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).



RESOLUTION NO. PC2024-1003
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF GOOSE LAKE ACRES

WHEREAS, property owners David Nichols & Sheryl Nichols and applicant Dennis Batty submitted an application dated received August 21, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Goose Lake Acres; and

WHEREAS, the property owners wish to create three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre subject site; and

WHEREAS, the subject site is located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00707.00

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota.

AND

That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota described as follows:

Beginning at the northeast corner of said SE 1/4 of the SE 1/4; thence South 01 degrees 47 minutes 36 seconds West, assumed bearing, along the east line of said SE 1/4 of the SE 1/4, a distance of 25.00 feet; thence North 88 degrees 43 minutes 33 seconds West a distance of 343.99 feet; thence North 87 degrees 43 minutes 38 seconds West a distance of 782.18 feet, more or less, to the north line of said Southeast Quarter of the Southeast Quarter, thence easterly, along said north line, a distance of 1126.34 feet to the point of beginning and said line there terminating.

WHEREAS, notice was provided and on October 3, 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/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Goose Lake Acres 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 Goose Lake Acres is approved per plat drawing dated signed August 13, 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.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of October, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1016- _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF GOOSE LAKE ACRES**

WHEREAS, property owners David Nichols & Sheryl Nichols and applicant Dennis Batty submitted an application dated received August 21, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Goose Lake Acres; and

WHEREAS, the property owners wish to create three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre subject site; and

WHEREAS, the subject site is located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00707.00

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota.

AND

That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota described as follows:

Beginning at the northeast corner of said SE 1/4 of the SE 1/4; thence South 01 degrees 47 minutes 36 seconds West, assumed bearing, along the east line of said SE 1/4 of the SE 1/4, a distance of 25.00 feet; thence North 88 degrees 43 minutes 33 seconds West a distance of 343.99 feet; thence North 87 degrees 43 minutes 38 seconds West a distance of 782.18 feet, more or less, to the north line of said Southeast Quarter of the Southeast Quarter, thence easterly, along said north line, a distance of 1126.34 feet to the point of beginning and said line there terminating.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner (D. Nichols) and applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Goose Lake Acres with conditions per Resolution No. PC2024-1003; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Goose Lake Acres and the Planning Commission's recommendation at its October 16, 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 Goose Lake Acres, subject to the following conditions:

1. The Preliminary Plat of Goose Lake Acres is approved per plat drawing dated signed August 13, 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.

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: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 15
Title of Item for Consideration: Virginia Carlson “Fjellansbole Acres” 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: Virginia Carlson is requesting Preliminary Plat approval of Fjellansbole Acres. The subject 67+ acre property is proposed to be divided as one 7-acre lot. The property is located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00). At their meeting of October 3, 2024, the Planning Commission conducted the requisite public hearing on the proposed Fjellansbole Acres Preliminary Plat and recommended unanimous (6-0) approval with conditions, per Resolution No. PC2024-1004. 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, December 25, 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 Fjellansbole Acres Preliminary Plat: “Move to Approve Resolution No. 24/1016-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Fjellansbole Acres generally located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00)”	
Implications of Action – Recommended Board action grants approval of the Fjellansbole Acres Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.	

Budget/Financial Implications: None.

Legal/Policy Implications: None.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Preliminary Plat of Fjellansbole Acres

**Alan & Marilyn Johnson
Chris DuBose
11293 335th Street
Chisago Lake Township
PID 02.00601.00**

Site Analysis

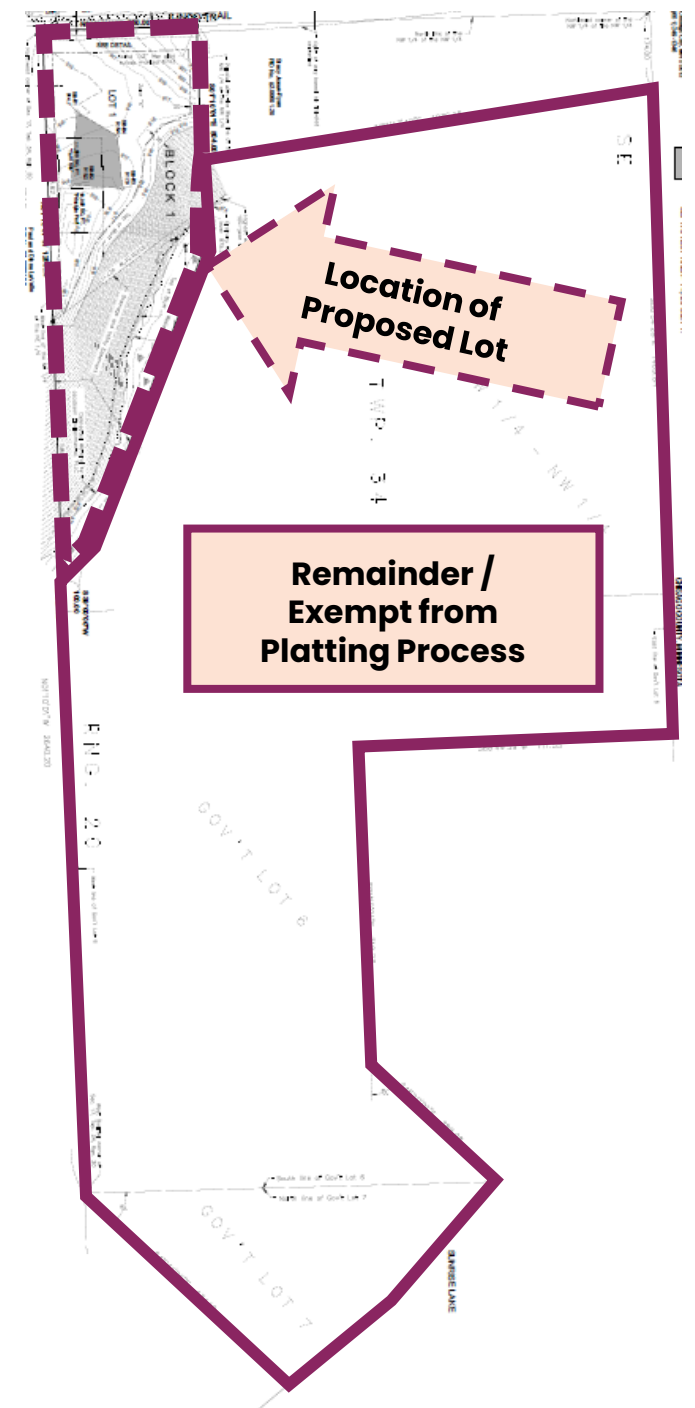
- Subject site is 67.7± acres in size and generally located south of Lindo Trail and east of 335th Street on the NW shore of Sunrise Lake, with frontage on both 335th Street and Lindo Trail. 335th Street runs west-east for approximately one-quarter mile and essentially becomes the driveway into the subject site and existing dwelling.
- Subject site and all surrounding properties are located within the AG District and, due to proximity to Sunrise Lake, the southern half of the subject site along with properties to the west, south, and east are located within the Sunrise Lake Overlay (SO) District and Shoreland Management District.
- Topography of the proposed lot includes elevations ranging fairly significantly from 915' at the north property boundary / Lindo Trail down to approximately 870' in the southwest corner of the lot.
- Surrounding properties range widely in size from 5 to 75 acres with most surrounding properties having been developed for residential use and/or being used for agricultural purposes. Additionally, the remnant / exempt portion of the subject site is located immediately west of the 59-acre Sunrise Lake Aquatic Management Area.



Proposal Analysis

Property owners Alan & Marilyn Johnson and applicant Chris DuBose are seeking approval of the Preliminary Plat of Fjellansbole Acres, involving the creation of one 7.2± acre lot from the 67.7± acre subject site. The 60± acre remnant parcel is exempt from the platting process as it's 20 acres or larger with at least 500' in all dimensions.

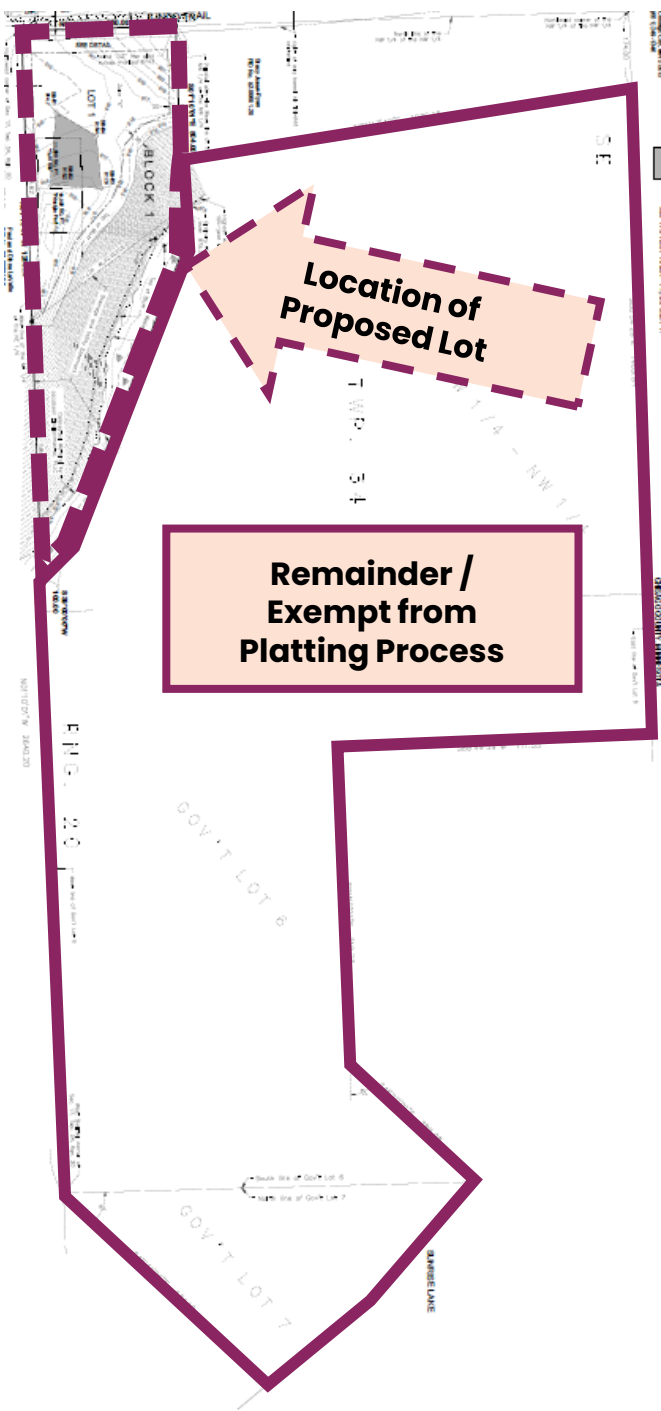
- The proposed lot is shown to be located in the NW corner of the subject site, utilizing all of the Lindo Trail frontage. The balance of the subject site, being exempt from the platting process, is not required to have any frontage on a public road.
- The proposed lot is located entirely outside of the SO District and Shoreland Management District and, if the plat is approved, would only be subject to the AG District regulations.
- The surveyor has noted that the elevations constitute a bluff. Being that the Chisago County Shoreland Management Ordinance requires a 30' setback from Top of Bluff, the surveyor has also shown this required setback on the Preliminary Plat drawing and that the required Home Site Area and septic sites are located such that they meet all required setbacks, including the 30' Top of Bluff setback.
- The proposed lot features areas of heavy forestation and wetlands along the southerly property boundary. Due to elevations and wetland areas, it's highly unlikely that the area of the proposed lot is accessible from the southern portion of the subject site / existing dwelling.



Proposal Analysis

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lot. As proposed, the lot complies with 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	7.2 acres	350'	Approx. 878' (average of west and east property boundaries)	21,500 sf



Review Process



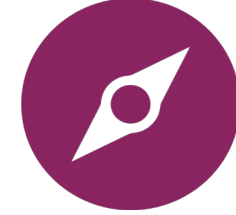
Technical Review Committee September 11, 2024

- The wetland delineation and soils report had been verified and found to be accurate.
- The Committee did not identify any immediate concerns.



Chisago Lake Town Board September 17, 2024

Town Board recommended approval with no recommended conditions and the comment that Lindo acreage is not accessible from main house due to wetland and pond and meets septic and building requirements.



State Mandated Review Period

The ordinance prescribed 120-day review period is scheduled to expire on December 25, 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 Fjellansbole Acres with conditions.

Recommended Conditions:

1. The Preliminary Plat of Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024 and shown to be amended last on August 12, 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.

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Fjellansbole Acres 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 Fjellansbole Acres 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 Fjellansbole Acres.
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 December 25, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

Action Requested

Motion to adopt Resolution No. PC2024-1004, a resolution recommending approval of the Preliminary Plat of Fjellansbole Acres, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Fjellansbole Acres
 11293 335th Street, Chisago Lake Township
 DATE: October 3, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Fjellansbole Acres, involving the creation of one 7.2± acre lot from a 67.7± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s): Alan & Marilyn Johnson
 Applicant(s): Chris DuBose
 Location: 11293 335th Street
 Chisago Lake Township
 Section 17, Township 34, Range 20
 PIDs: 02.00601.00
 Property Area: 67.7± Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District / Sunrise Lake
 East: Agricultural (AG) District / Sunrise Lake
 Overlay (SLO) District
 West: Agricultural (AG) District / Sunrise Lake
 Overlay (SLO) District
 Date Application Received: August 22, 2024
 Date Application Complete: August 27, 2024
 120-Day Review Period: December 25, 2024

BACKGROUND

Property owners Alan & Marilyn Johnson and applicant Chris DuBose are seeking approval of the Preliminary Plat of Fjellansbole Acres, involving the creation of one 7.2± acre lot from the 67.7± acre subject site located at 11293 335th Street in Chisago Lake Township. The approximate boundaries of the proposed lot are shown as a red dashed line in the adjacent image.



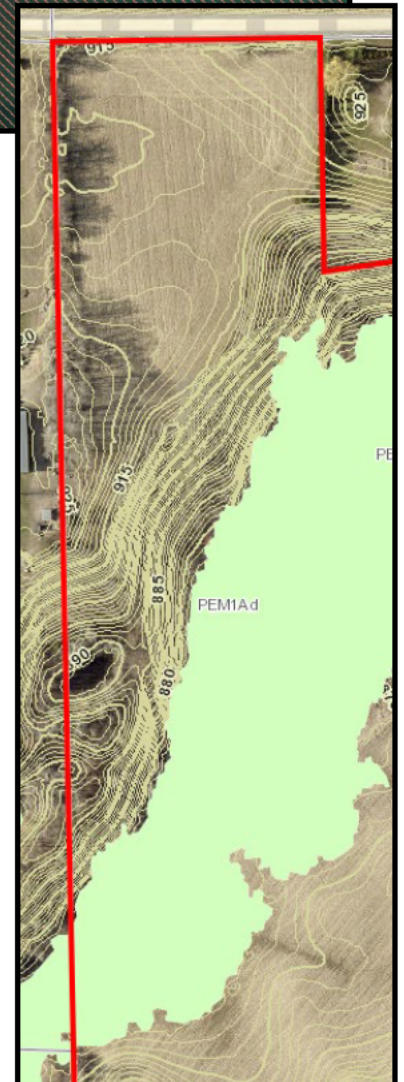
SITE & PROPOSAL ANALYSIS

The 67.7± acre subject site is generally located south of Lindo Trail and east of 335th Street on the northwest shore of Sunrise Lake, with frontage on both 335th Street and Lindo Trail. Staff notes that 335th Street runs west-east for approximately one-quarter mile and essentially becomes the driveway into the subject site and existing dwelling. The proposed lot is shown to be located in the northwest corner of the subject site, utilizing all of the Lindo Trail frontage. The balance of the subject site, being greater than 20 acres in size with at least 500' in all dimensions, is exempt from the platting process and would technically not be required to have any frontage on a public road.



The subject site and all surrounding properties are located within the Agricultural (AG) District and, due to proximity to Sunrise Lake, the southern half of the subject site along with properties to the west, south, and east are located within the Sunrise Lake Overlay (SO) District and Shoreland Management District. The proposed lot is located entirely outside of the SO District and Shoreland Management District and, if the plat is approved, would only be subject to the AG District regulations.

Topography of the proposed lot includes elevations ranging fairly significantly from 915' at the north property boundary / Lindo Trail down to approximately 870' in the southwest corner of the lot. The surveyor has noted on the Preliminary Plat drawing that these elevations constitute a bluff. Being that the Chisago County Shoreland Management Ordinance requires a 30' setback from Top of Bluff, the surveyor has also shown this required setback and that the required Home Site Area and septic sites are located such that they meet all required setbacks, including the 30' Top of Bluff setback. Additionally, the site features areas of heavy forestation and wetlands along the southerly property boundary. The adjacent image illustrates elevations for the proposed lot as well as wetland areas per the National Wetland Inventory. Due to elevations and wetland areas,



it's highly unlikely that the area of the proposed lot is accessible from the southern portion of the subject site / existing dwelling.

Surrounding properties range widely in size from five acres to 75 acres with most surrounding properties having been developed for residential use and/or being used for agricultural purposes. Additionally, the remnant / exempt portion of the subject site is located immediately west of the 59-acre Sunrise Lake Aquatic Management Area.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lot. As proposed, the lot complies with 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	7.2 acres	350'	Approx. 878' (average of west and east property boundaries)	21,500 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 Chris DuBose on September 11, 2024. Wetland Specialist Fertig commented that the wetland delineation and soils report had been verified and found to be accurate. The Committee did not identify any immediate concerns.

The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its September 17, 2024 meeting and recommended approval with no recommended conditions and the comment that Lindo acreage is not accessible from main house due to wetland and pond and meets septic and building requirements.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on December 25, 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 Fjellansbole Acres with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024 and shown to be amended last on August 12, 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.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Fjellansbole Acres 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 Fjellansbole Acres 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 Fjellansbole Acres.
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 December 25, 2024 allowing the Planning Commission to further consider the request at its November 7, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1004, a resolution recommending approval of the Preliminary Plat of Fjellansbole Acres, 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. PC2024-1004



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 24-1716

Township CHISAGO LAKE S/T/R 17-34-20 PID# 02 00 601.00

Project Address 11293 335th ST LINDSTROM, MN 55045

Property Owner(s) ALAN + MARILYN JOHNSON

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED] Email _____

Applicant(s) ~~ALAN + MARILYN JOHNSON~~ CHRIS DuBOSE

Mailing Address (If Different from Project Address) 12865 LAKE BLVD BOX 112 LINDSTROM MN 55045

Phone# [REDACTED] Email [REDACTED]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

- ☐ Variance
☐ Administrative Appeal

Planning Commission

- ☐ Conditional Use Permit (CUP)
☐ Interim Use Permit (IUP)
☐ Amendment to CUP or IUP

- ☒ Preliminary Plat
☐ Rezoning
☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) SPLIT A 7.3 ACRE PARCEL
OFF OF A ~~67.7~~ ACRE PIECE

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

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

[Signature]
Applicant Signature

8/22/24
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	\$ <u>500</u>	Application Received	<u>8-22-24</u>
Recording Fee	\$ <u>40</u>	Application Complete	<u>8-27-24</u>
Plat Fee – No Road(s) / With Road(s)	\$ <u>150</u>	60 <u>120</u> Day Review Period	<u>12-25-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ <u>200</u>	Permit # 24-1716-W	
TOTAL FEE	\$ <u>890</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township CHISAGO LAKE S/T/R 17-34-20 PID# 0200601.00

Project Address 11

Property Owner(s) ALAN & MARILYN JOHANSON

Mailing Address (If Different from Project Address) _____

Phone# _____ mail _____

Applicant(s) CHRIS DUBOSE

Mailing Address (If Different from Project Address) 12865 LAKE BLVD BOX 112 LINDSTROM MN 55045

Phone# _____ Email _____

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) SPLIT A 7.3 ACRE PARCEL
FROM A LARGER 67.7 ACRE PARCEL

[Signature]
Applicant Signature

8/22/24
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 OCT 3, 2024 Date of Township Presentation SEPT 17, 2024

Township Action Taken (Township Use Only)

- ☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Under acreage is not accessible from main house
do so wetland & pond meet special building
requirements

Signatures of Township Officials or Authorized Personnel
[Signature] [Signature]
[Signature] [Signature]

OWNER & DEVELOPER

Alan and Marilyn Johnson
(Representative: Chris Dubose)
11293 335th Street
Lindstrom, MN 55045
(Chris) 651-208-6054

LAND SURVEYOR

WIDSETH
Kelly Jordan
5368 266th Street
Wyoming, MN 55092
(651) 464-3130

WETLAND SPECIALIST:

Jacobson Environmental, PLLC
2109 Joplin street
Mora, MN 55051
(612) 802-6619

SOIL BORINGS:

Ben Zierke
28587 Jeffery Ave
Chisago City, MN 55013
(651) 249-1346

LEGEND

- DENOTES A FOUND CHISAGO COUNTY CAST IRON SECTION CORNER
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT W/CAP MARKED 6617 UNLESS OTHERWISE SHOWN
- DENOTES A SET 1/2" IRON PIPE W/CAP MARKED 42648
- ^{SB} SOIL BORING
- ⚡ ELECTRIC POLE
- W WETLAND (45,089 Sq.Ft)
- OHE— OVERHEAD ELECTRIC

- GRAVEL SURFACE
- SEPTIC TEST AREA= 14,729 SQ. FT.

PRELIMINARY PLAT OF FJELLANSBOLE ACRES

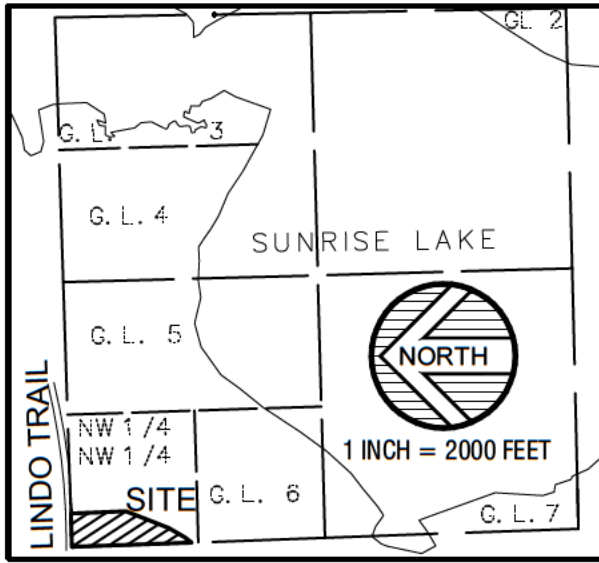
PROPOSED AREAS:

Gross Area : 318,360 Sq. Ft. or 7.30 Acres
Right of Way : 4,515 Sq. Ft. or 0.10 Acres
Net Area : 313,845 Sq. Ft. or 7.20 Acres

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:



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



SEC. 17, T34, R20
CHISAGO LAKE TOWNSHIP
CHISAGO COUNTY, MINNESOTA

EXISTING PROPERTY DESCRIPTIONS: (per Warranty Deed Doc. No. A642984. The boundary lines of the parent parcel has been surveyed and reconfigured as shown on the graphics. The warranty deed has not been updated to show the revised boundary.)

That part of the Northwest 1/4 of the Northwest 1/4 in Section 17, Township 34, Range 20, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of the Northwest 1/4; thence East along the North line of the Northwest 1/4 of the Northwest 1/4, a distance of 350 feet which is the point of beginning, thence South and parallel to the West line of the Northwest 1/4 of the Northwest 1/4 a distance of 306 feet; thence Northeasterly to a point on the East line of the Northwest 1/4 of the Northwest 1/4 which is located 174 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4; thence North along said East line a distance of 174 feet to the Northeast corner thereof; thence West on the North line of the Northwest 1/4 of the Northwest 1/4 to the point of beginning.

The Northwest Quarter of the Northwest Quarter and Lot 6, all in Section 17, Township 34, range 20,

Also part of Lot 7 in Section 17, Township 34, Range 20, described as follows, to-wit: Commencing at the quarter section post between Sections 17 and 18, Township 34, Range 20, variation 14 East, running thence south 45 East 9 chains and 50 links to the bank of Sunrise Lake, thence in a Northeasterly direction along the margin of said lake to the point where the quarter section line running east through Section 17 intersects the said lake, thence west along the quarter section line 13 chains and 90 links, to the place of beginning.

EXCEPT

That part of Government Lots 6 and 7 of Section 17, Township 34, Range 20, described as follows:

Commencing at the quarter section post between Sections 17 and 18, thence North a distance of 800 feet along the section line; thence East, assumed bearing, a distance of 660 feet to the point of beginning; thence South, assumed bearing, for a distance of 528 feet; thence deflecting 45 East, continuing Southeasterly for a distance of 260 feet, more or less, to the lakeshore; thence Northeasterly along the lakeshore a distance of 780 feet, more or less, to the Southerly extension of the East line of Government Lot 6; thence North, along the East line of Government Lot 6 to a point East, assumed bearing, of the point of beginning, thence West, assumed bearing, a distance of 660 feet, more or less, to the point of beginning, and there ending.

DESCRIPTION OF PROPERTY TO BE PLATTED:

Beginning at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 17, Township 34, Range 20, Chisago County, Minnesota; thence North 89 degrees 02 minutes 49 seconds East, assumed bearing, along the north line of said Northwest Quarter of the Northwest Quarter, 350.00 feet; thence South 01 degree 10 minutes 01 second East, parallel with the west line of said Northwest Quarter of the Northwest Quarter, 503.88 feet; thence South 21 degrees 51 minutes 02 seconds West, 730.14 feet; thence South 39 degrees 00 minutes 00 seconds West, 100.00 feet to said west line of said Northwest Quarter of the Northwest Quarter; thence North 01 degree 10 minutes 01 second West, along said west line, 1253.73 feet to the Point of Beginning.

SURVEY NOTES:

- Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.)
- The property is address is 11293 335th St., Lindstrom, MN 55045
PID No. 02.00601.00
- Zoning:
Overall property: AG - Agricultural, Shoreland Overlay and Sunrise Lake (Per Chisago Lake Township Zoning map)

Proposed platted area: AG - Agricultural and Shoreland Overlay

Building Setbacks (per Chisago County Zoning Ordinance)

Front Yard / Township R.O.W. : 40 feet
Side Yard : 20 feet
Rear Yard : 50 feet
Top of Bluff : 30 feet
Ordinary High Water level : 150 feet
Sunrise - Natural Environment Lake, DNR Protected ID No. 13-31

Zoning District Regulations:
Minimum Lot Area : 80,000 Sq. Ft. or 1.83 Acres
Minimum Lot Width : 200 feet

Minimum Buildable Area : 21,500 Sq. Ft.

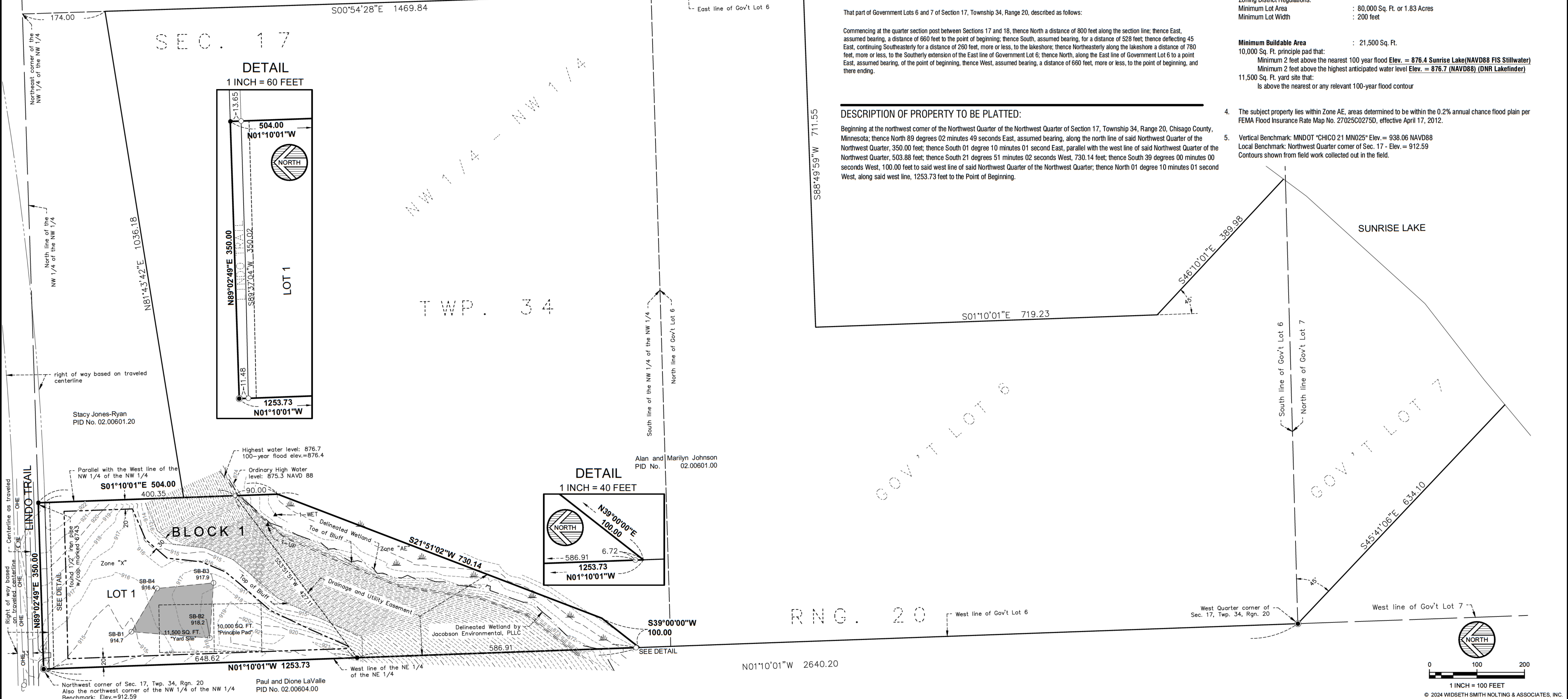
10,000 Sq. Ft. principle pad that:

Minimum 2 feet above the nearest 100 year flood Elev. = 876.4 Sunrise Lake (NAVD88 FIS Stillwater)

Minimum 2 feet above the highest anticipated water level Elev. = 876.7 (NAVD88) (DNR Lakelinder)

11,500 Sq. Ft. yard site that:
Is above the nearest or any relevant 100-year flood contour

- The subject property lies within Zone AE, areas determined to be within the 0.2% annual chance flood plain per FEMA Flood Insurance Rate Map No. 27025C0275D, effective April 17, 2012.
- Vertical Benchmark: MNDOT "CHICO 21 MN025" Elev. = 938.06 NAVD88
Local Benchmark: Northwest Quarter corner of Sec. 17 - Elev. = 912.59
Contours shown from field work collected out in the field.



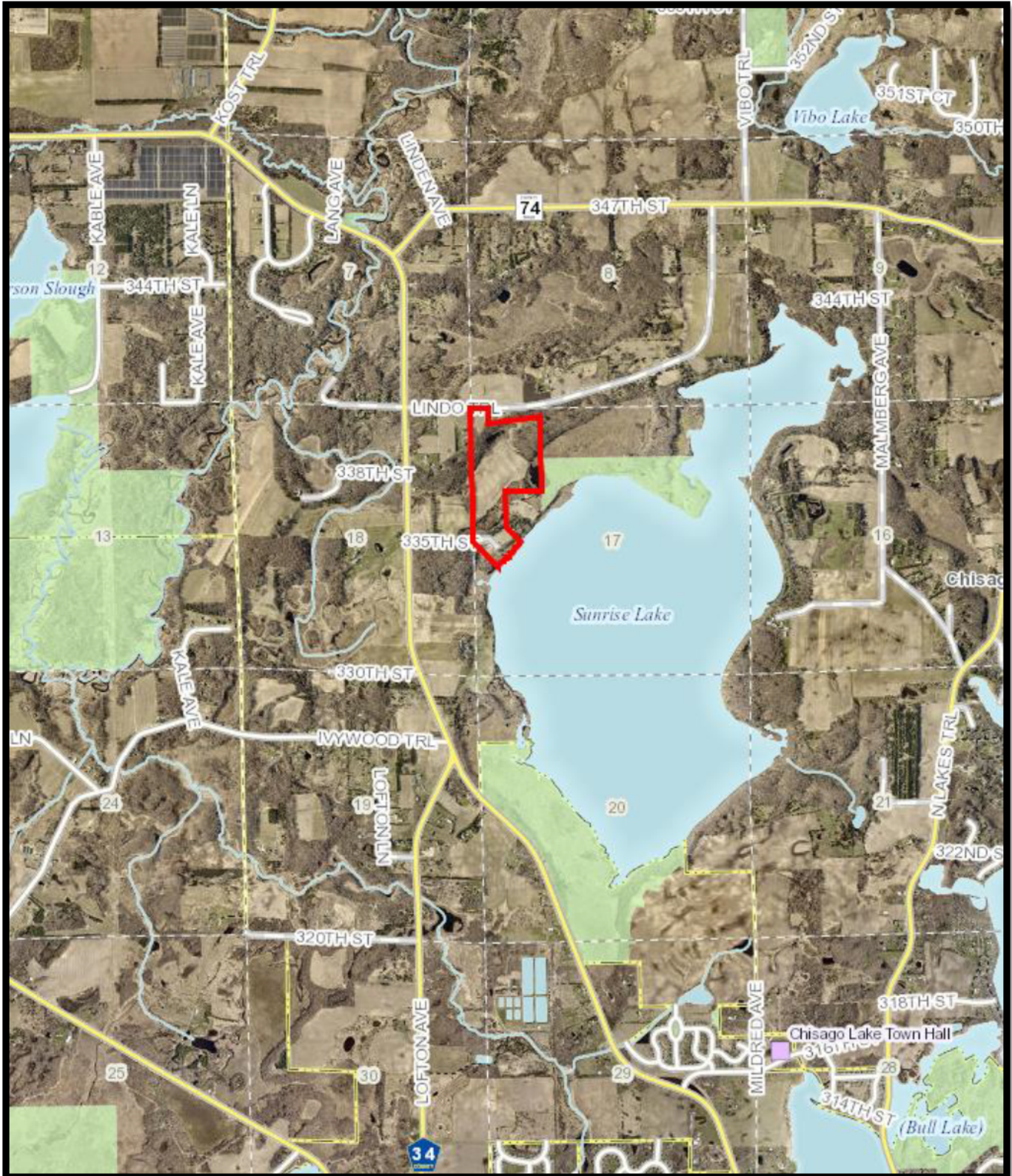
DATE:	July 2024	DATE:		AMENDMENTS		BY:		PREPARED FOR: ALAN JOHNSON
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY:	JMM							
CHECKED BY:	KLJ							
FILE NUMBER:	2024-11221							Kelly L. Jordan DATE: 08-05-2024 LIC. NO. 42648

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

Alan & Marilyn Johnson and Chris DuBose – 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).



Alan & Marilyn Johnson and Chris DuBose – 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).



RESOLUTION NO. PC2024-1004
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF FJELLANSBOLE ACRES

WHEREAS, property owners Alan Johnson & Marilyn Johnson and applicant Chris DuBose submitted an application dated received August 22, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Fjellansbole Acres; and

WHEREAS, the property owners wish to create one 7.2± acre lot from the 67.7± acre subject site; and

WHEREAS, the subject site is located at 11293 335th Street in Chisago Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 02.00601.00

The Northwest Quarter of the Northwest Quarter and Lot 6, all in Section 17, Township 34, Range 20,

Also part of Lot 7 in Section 17, Township 34, Range 20, described as follows, to-wit:

Commencing at the quarter section post between Sections 17 and 18, Township 34, Range 20, variation 14° East, running thence south 45° East 9 chains and 50 links to the bank of Sunrise Lake, thence in a Northeasterly direction along the margin of said lake to the point where the quarter section line running east through Section 17 intersects the said lake, thence west along the quarter section line 13 chains and 90 links, to the point of beginning.

EXCEPT THE FOLLOWING TWO PARCELS:

That part of Government Lots 6 and 7 of Section 17, Township 34, Range 20, described as follows:

Commencing at the quarter corner section post between Sections 17 and 18; thence North a distance of 800 feet along the section line; thence East, assumed bearing, a distance of 660 feet to the point of beginning, thence South, assumed bearing, for a distance of 528 feet, thence deflecting 45° East, continuing Southeasterly for a distance of 260 feet, more or less, to the lakeshore; thence Northeasterly along the lakeshore a distance of 780 feet, more or less, to the Southerly extension of the East line of Government Lot 6; thence North, along the East line of Government Lot 6 to a point East, assumed bearing, of the point of beginning; thence West, assumed bearing, a distance of 660 feet, more or less, to the point of beginning, and there ending.

AND

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 17, Township 34, Range 20, described as follows:

Commencing at the Northwest corner of the NW1/4 of NW1/4, thence East along the North line of the NW1/4 of NW1/4, a distance of 350 feet which is the point of beginning, thence South and parallel to the West line of the NW1/4 of NW1/4 a distance of 306 feet; thence Northeasterly to a point on the East line of the NW1/4 of NW1/4, which is located 174 feet South of the Northeast corner of the NW1/4 of NW1/4, thence North along said East line a distance of 174 feet to the Northeast corner thereof; thence West on the North line of the NW1/4 of NW1/4 to the point of beginning.

WHEREAS, notice was provided and on October 3, 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/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Fjellansbole Acres 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 Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024 and shown to be amended last on August 12, 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.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of October, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1016- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF FJELLANSBOLE ACRES

WHEREAS, property owners David Nichols & Sheryl Nichols and applicant Dennis Batty submitted an application dated received August 21, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Fjellansbole Acres; and

WHEREAS, the property owners wish to create three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre subject site; and

WHEREAS, the subject site is located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00707.00

The Northwest Quarter of the Northwest Quarter and Lot 6, all in Section 17, Township 34, Range 20,

Also part of Lot 7 in Section 17, Township 34, Range 20, described as follows, to-wit:

Commencing at the quarter section post between Sections 17 and 18, Township 34, Range 20, variation 14° East, running thence south 45° East 9 chains and 50 links to the bank of Sunrise Lake, thence in a Northeasterly direction along the margin of said lake to the point where the quarter section line running east through Section 17 intersects the said lake, thence west along the quarter section line 13 chains and 90 links, to the point of beginning.

EXCEPT THE FOLLOWING TWO PARCELS:

That part of Government Lots 6 and 7 of Section 17, Township 34, Range 20, described as follows:

Commencing at the quarter corner section post between Sections 17 and 18; thence North a distance of 800 feet along the section line; thence East, assumed bearing, a distance of 660 feet to the point of beginning, thence South, assumed bearing, for a distance of 528 feet, thence deflecting 45° East, continuing Southeasterly for a distance of 260 feet, more or less, to the lakeshore; thence Northeasterly along the lakeshore a distance of 780 feet, more or less, to the Southerly extension of the East line of Government Lot 6; thence North, along the East line of Government Lot 6 to a point East, assumed bearing, of the point of beginning; thence West, assumed bearing, a distance of 660 feet, more or less, to the point of beginning, and there ending.

AND

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 17, Township 34, Range 20, described as follows:

Commencing at the Northwest corner of the NW1/4 of NW1/4, thence East along the North line of the NW1/4 of NW1/4, a distance of 350 feet which is the point of beginning, thence South and parallel to the West line of the NW1/4 of NW1/4 a distance of 306 feet; thence Northeasterly to a point on the East line of the NW1/4 of NW1/4, which is located 174 feet South of the Northeast corner of the NW1/4 of NW1/4, thence North along said East line a distance of 174 feet to the Northeast corner thereof; thence West on the North line of the NW1/4 of NW1/4 to the point of beginning.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Fjellansbole Acres with conditions per Resolution No. PC2024-1004; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Fjellansbole Acres and the Planning Commission's recommendation at its October 16, 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 Fjellansbole Acres, subject to the following conditions:

1. The Preliminary Plat of Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024 and shown to be amended last on August 12, 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.

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: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 16
Title of Item for Consideration: Jaime Jacobson & Lisa Logue Interim Use Permit – Accessory Structure Without a Principal Structure	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None	
Background: Property owners Jaime Jacobson & Lisa Logue are requesting an Interim Use Permit (IUP) to allow an accessory structure (pole building) on their 20 +/- acre property without the presence of a principal structure. The subject property is generally located between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township (PID #06.00030.00). At their meeting of October 3, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Interim Use Permit with conditions, per Resolution No. PC2024-1005. 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 has been extended on this matter and will expire on October 27, 2024. Among the options for the County Board at tonight’s meeting are the following: • Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form; • Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight’s meeting (to be codified as part of the formal IUP approval); • The County Board may Deny the IUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the 60-day agency action deadline (or 120-day period if so extended). Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft) Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Jaime Jacobson & Lisa Logue Interim Use Permit (IUP) to allow an accessory structure. The following is the suggested language for the motion: “Move to Approve Resolution No. 24/1016____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Jaime Jacobson & Lisa Logue Interim Use Permit (IUP) to allow an accessory structure on their 20-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is generally located between Elmcrest Avenue and Falcon	

Avenue / CSAH 9 on the north side of 520th Street in Nessel Township (PID #06.00030.00)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Interim Use Permit for an Accessory Structure Without the Presence of a Principal Use Structure

**Jaime Jacobson & Lisa Logue
xxxxx 520th Street
Nessel Township
PID 06.00030.10**

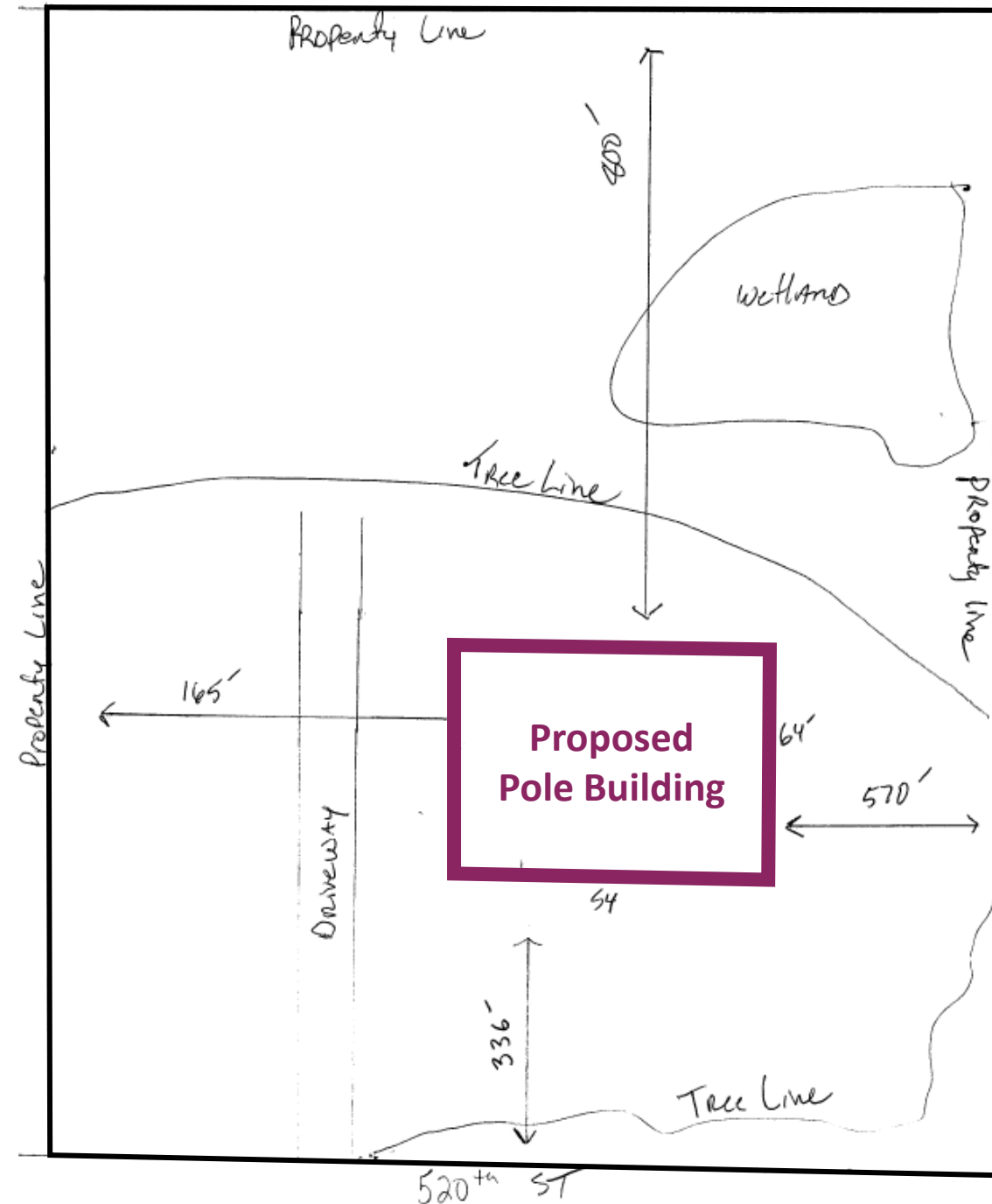
Site Analysis

- Subject site is 20± acres in size and generally located east of Elmcrest Avenue and west of Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township.
- Topography of the site includes fairly level elevations ranging from 932' to 937'. Additionally, the site appears to be heavily wooded with a significant amount of wetlands.
- The site plan and the County's GIS Viewer show an existing driveway in the SW corner of the subject site, approximately 90' east of the west property boundary.
- Subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range widely in size from 10 to 116 acres, with the majority of properties having been developed for residential purposes and/or being used for agricultural purposes.
- Site plan and County's GIS Viewer show an existing driveway access in the southwest corner of the subject site, approximately 125'-130' north of the south property boundary.



Proposal Analysis

- Application materials indicate that the proposed accessory structure will be 54' x 64' (3,456 sf) in size with 14' side walls. The written narrative explains that the structure will be for personal use only and not for commercial use. The narrative also explains that the property owners intend to further develop the subject site with a dwelling in the next three years. Staff notes that, with IUP approval, the property owners would not be required to further develop the site with a dwelling.
- Proposed location of the accessory structure is approximately 336' from the south property boundary (520th Street), 165' from the west property boundary, 800' from the north property boundary, and 570' from the east property boundary. The required setbacks are 40' from Township Right-of-Way / 73' from centerline, 20' from side yards, and 50' from rear yard. While the proposed setbacks don't align with the actual property dimensions, it's clear that the proposed location far exceeds all required setbacks.
- Application does not include a request for sanitary facilities within the proposed accessory structure; therefore, no sanitary facilities will be allowed until and unless the property is further developed with a principal use structure.



Review Process



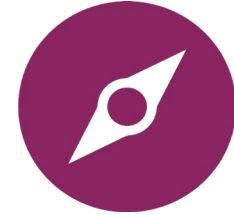
Technical Review Committee September 11, 2024

Committee did not
identify any immediate
concerns.



Nessel Town Board September 10, 2024

Town Board
recommended
approval with no
comments or
recommended
conditions.



State Mandated Review Period

The 60-day review
period is scheduled to
expire on October 27,
2024.

Staff Recommendation

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

Recommended Conditions:

1. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Options

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. (*Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.*)
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Interim Use Permit.
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 October 27, 2024 and the next regularly scheduled Planning Commission meeting is on November 7, 2024, the Commission should also include in its motion a **60-day extension** of the review period.

Action Requested

Motion to adopt Resolution No. PC2024-1005, a resolution recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 06.00030.10 in Nessel Township, with Findings of Fact and conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Interim Use Permit for Accessory Structure
 xxxxx 520th Street, Nessel Township
 DATE: October 3, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a request for an Interim Use Permit (IUP) allowing an accessory structure for personal use and storage without the presence of a principal use structure.

SITE & APPLICATION INFORMATION

Property Owner(s): Jaime Jacobson & Lisa Logue
 Applicant(s): Jaime Jacobson & Lisa Logue
 General Location: Between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street
 Nessel Township
 Section 7, Township 37, Range 21
 PID: 06.00030.10
 Property Area: 20± Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 East: Agricultural (AG) District
 West: Agricultural (AG) District
 Date Application Received: August 27, 2024
 Date Application Complete: August 28, 2024
 60-Day Review Period: October 27, 2024

BACKGROUND

Property owners Jaime Jacobson & Lisa Logue have applied for an Interim Use Permit (IUP) to allow a singular accessory structure (pole building) on their 20± acre property without the presence of a principal use structure, such as a dwelling.



SITE & PROPOSAL ANALYSIS

The 20± acre subject site is generally located east of Elmcrest Avenue and west of Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township. Topography of the site includes fairly level elevations ranging from 932' to 937'. Additionally, the site appears to be heavily wooded with a significant amount of wetlands (refer to adjacent image). The attached site plan and the County's GIS Viewer show an existing driveway in the southwest corner of the subject site, approximately 90' east of the west property boundary.

The application materials indicate that the proposed accessory structure will be 54' x 64' (3,456 sf) in size with 14' side walls. The written narrative explains that the structure will be for personal use only and not for commercial use. The narrative also explains that the property owners intend to further develop the subject site with a dwelling in the next three years. Staff notes that, with IUP approval, the property owners would not be required to further develop the site with a dwelling.

The site plan, while not to scale, shows that the proposed location of the accessory structure is approximately 336' from the south property boundary (520th Street), 165' from the west property boundary, 800' from the north property boundary, and 570' from the east property boundary. The required setbacks are 40' from Township Right-of-Way / 73' from centerline, 20' from side yards, and 50' from rear yard. While the proposed setbacks don't align with the actual property dimensions, it's clear that the proposed location far exceeds all required setbacks.

The subject site is located in the AG District and is entirely surrounded by properties in the AG District. Properties in the general area range widely in size from 10 acres to 116 acres, with the majority of properties having been developed for residential purposes and/or being used for agricultural purposes.

The application does not include a request for sanitary facilities within the proposed accessory structure; therefore, no sanitary facilities will be allowed until and unless the property is further developed with a principal use structure.



REVIEW PROCESS

The Technical Review Committee met with Jaime Jacobson & Lisa Logue on September 11, 2024. The Committee did not identify any immediate concerns with the request.

The Nessel Town Board considered the request at its September 10, 2024 meeting and recommended approval with no comments or recommended conditions.

The application was submitted on August 27, 2024 and deemed complete on August 28, 2024. The State mandated 60-day review period is scheduled to expire on October 27, 2024.

WRITTEN TESTIMONY

No written testimony was received upon completion of the staff 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, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Nessel Town Board, serving as Road Authority, did not provide any written concern regarding the impact on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.

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

- Finding #3 Given the size of the subject site (20± acres), the existing forestation / vegetation located north, east, and south of the proposed structure, the current agricultural use of the property to the west, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*
- Factor #4** The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.*
- Factor #5** The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*
- Factor #6** The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 See Finding #5.*
- Factor #7** The proposed use will not cause traffic hazard or congestion; and
- Finding #7 The proposed accessory structure is intended for the property owners' personal use and storage, and the property owners have stated in their application materials that it will not be used for commercial use. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Nessel Town Board, serving as Road Authority, did not communicate any concerns related to traffic hazards or congestion on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.*
- Factor #8** The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

STAFF RECOMMENDATION

Staff believes that the proposed Interim Use Permit (IUP) complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the IUP with draft Findings of Fact (see above) and conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.

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

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: If the Commission considers this option, specific factor(s) for denial should be included in the motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Interim Use Permit.
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 October 27, 2024 and the next regularly scheduled Planning Commission meeting is on November 7, 2024, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1005, a resolution recommending approval of an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property identified as PID 06.00030.10 in Nessel Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Written narrative
 - c. Site plan
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2024-1005



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 2024-1748

Township Nessel S/T/R 7/37/21 PID# 06.00030.10
Project Address 520th Street Rush City Mn 55069
Property Owner(s) Jayne Jacobson Lisa Logue
Mailing Address (If Different from Project Address) 50546 Shorewood Cir Rush City Mn 55069
Phone# [REDACTED] Email [REDACTED]
Applicant(s) Lisa Logue Jayne Jacobson
Mailing Address (If Different from Project Address) 50546 Shorewood Cir Rush City Mn 55069
Phone# [REDACTED] Email [REDACTED]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

- ☐ Variance
☐ Administrative Appeal

Planning Commission

- ☐ Conditional Use Permit (CUP)
☒ Interim Use Permit (IUP)
☐ Amendment to CUP or IUP

- ☐ Preliminary Plat
☐ Rezoning
☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary)

Build Pole Building on property without a principal structure.

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

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

Jayne Jacobson / Lisa Logue
Applicant Signature

8/27/2024
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	\$ <u>650</u>	Application Received	<u>8-27-24</u>
Recording Fee	\$ <u>46</u>	Application Complete	<u>8-28-24</u>
Plat Fee - No Road(s) / With Road(s)	\$ _____	60/ 120 Day Review Period	<u>10-27-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ _____		
TOTAL FEE	\$ <u>696</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Norvel S/T/R 7/37/21 PID# 06.00030.10
Project Address 520th ST Rush City MN 55069
Property Owner(s) Jaime Jacobson Lisa Logue
Mailing Address (if Different from Project Address) 50546 Shorewood Cir Rush City MN 55069
Phone# [REDACTED] Email [REDACTED]
Applicant(s) Jaime Jacobson Lisa Logue
Mailing Address (if Different from Project Address) 50546 Shorewood Cir Rush City MN 55069
Phone# [REDACTED] Email [REDACTED]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

☐ Variance

☐ Administrative Appeal

Planning Commission

☐ Conditional Use Permit (CUP)

☒ Interim Use Permit (IUP)

☐ Amendment to CUP or IUP

☐ Preliminary Plat

☐ Rezoning

☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary)

Build pole Building on property for personal use

Jaime Jacobson

8/27/2024
Date of Application

Applicant Signature

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 OCT 3, 2024

Date of Township Presentation SEPT 10, 2024

Township Action Taken (Township Use Only)

☒ Recommendation of Approval

☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

Michelle Mei

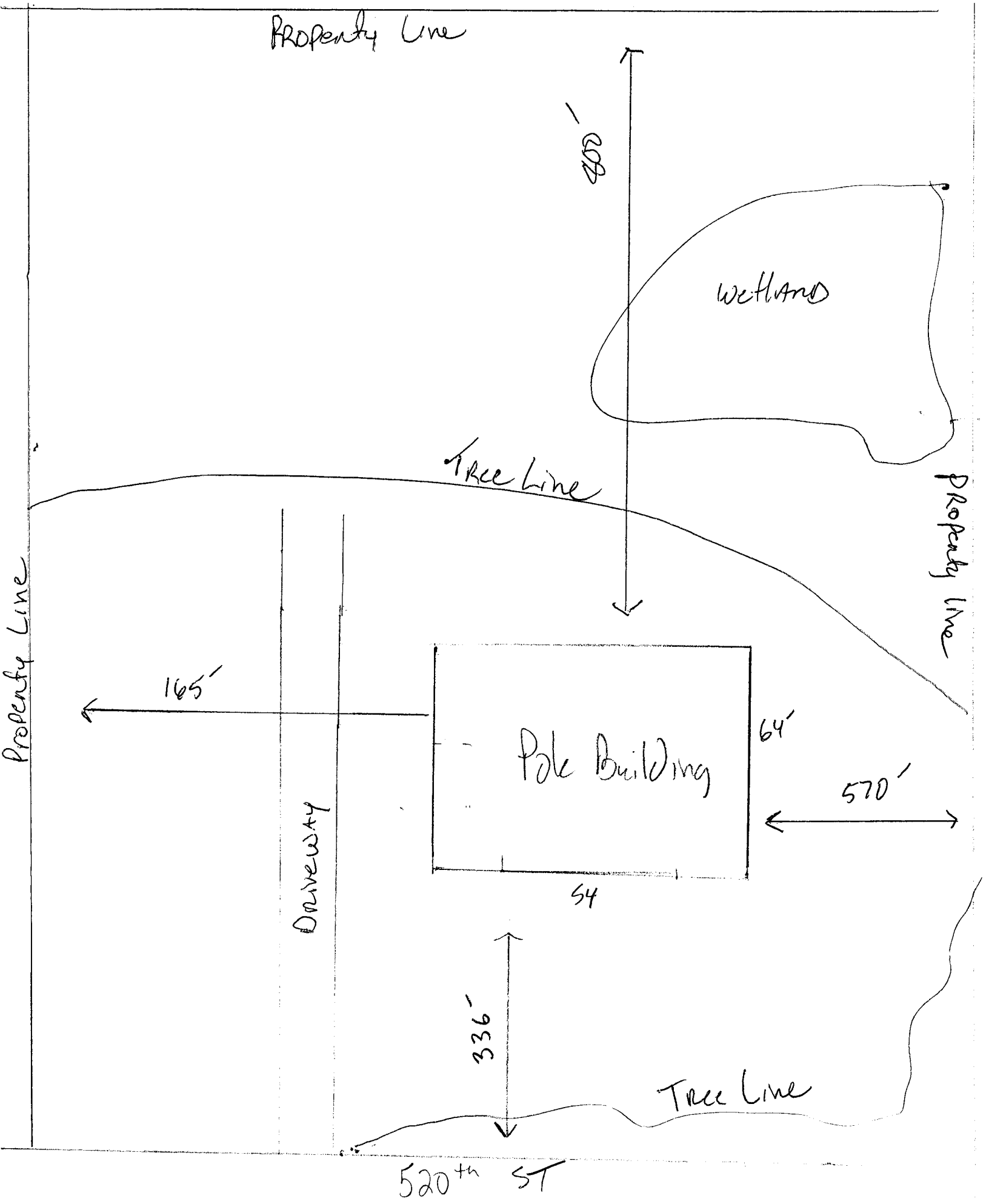
Brand Miller

[Signature]

[Signature]

August 27th, 2024

LIBA Logue and Jarne Jacobson would like to build a pole shed on our 20 Acres. The size of the building will be 64' x 54' w x 14' side walls. The building will be for personal use only, nothing commercial. There will be no bathroom in the building, therefore no septic will be installed on the pole shed. We do plan on building a home on the property in the next 3 years.



Jaime Jacobson & Lisa Logue – 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 is generally located between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township, S7, T37, R21 (PID 06.00030.10).



Jaime Jacobson & Lisa Logue – 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 is generally located between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township, S7, T37, R21 (PID 06.00030.10).



RESOLUTION NO. PC2024-1005
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING AN ACCESSORY
STRUCTURE WITHOUT THE PRESENCE OF A PRINCIPAL USE STRUCTURE ON
PROPERTY IDENTIFIED AS PID 06.00030.10 IN NESSEL TOWNSHIP

WHEREAS, property owners Jaime Jacobson & Lisa Logue submitted an application dated received August 27, 2024 and considered complete on August 28, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at xxxxx 520th Street in Nessel Township; and

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

WHEREAS, the subject site is 20± acres in size and legally described as:

PID 06.00030.10

The West Half of the Southwest Quarter of the Southeast Quarter (W ½ of SW ¼ of SE ¼) of Section Seven (7), Township Thirty-seven (37) North, Range Twenty-one (21) West, Chisago County, Minnesota.

Subject to and together with any valid easements, reservations, restrictions and covenants, if any.

WHEREAS, notice was provided and on October 3, 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, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Nessel Town Board, serving as Road

Authority, did not provide any written concern regarding the impact on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.

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

Finding #3 *Given the size of the subject site (20± acres), the existing forestation / vegetation located north, east, and south of the proposed structure, the current agricultural use of the property to the west, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.*

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

Finding #4 *The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *The proposed accessory structure is intended for the property owners' personal use and storage, and the property owners have stated in their application materials that it will not be used for commercial use. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted*

Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Nessel Town Board, serving as Road Authority, did not communicate any concerns related to traffic hazards or congestion on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.

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

Finding #8 *The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours

by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of October, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1016- _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE WITHOUT THE
PRESENCE OF A PRINCIPAL USE STRUCTURE ON PROPERTY IDENTIFIED AS PID 06.00030.10 IN
NESSEL TOWNSHIP**

WHEREAS, property owners Jaime Jacobson & Lisa Logue submitted an application dated received August 27, 2024 and considered complete on August 28, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at xxxxx 520th Street in Nessel Township; and

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

WHEREAS, the subject site is 20± acres in size and legally described as:

PID 06.00030.10

The West Half of the Southwest Quarter of the Southeast Quarter (W ½ of SW ¼ of SE ¼) of Section Seven (7), Township Thirty-seven (37) North, Range Twenty-one (21) West, Chisago County, Minnesota.

Subject to and together with any valid easements, reservations, restrictions and covenants, if any.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owners, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1005; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 16, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.*

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Nessel Town Board, serving as Road Authority, did not provide any written concern regarding the impact on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.

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

Finding #3 Given the size of the subject site (20± acres), the existing forestation / vegetation located north, east, and south of the proposed structure, the current agricultural use of the property to the west, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.

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

Finding #4 The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.

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

Finding #5 The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.

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

Finding #6 See Finding #5.

- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The proposed accessory structure is intended for the property owners' personal use and storage, and the property owners have stated in their application materials that it will not be used for commercial use. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Nessel Town Board, serving as Road Authority, did not communicate any concerns related to traffic hazards or congestion on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024 and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall

require an Amendment to this Interim Use Permit.

5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024		Item Number: 17	
Title of Item for Consideration: Larry Hansen "Ponytail Addition" Final Plat			
Action Requested by: Kurt Schneider, Director		Department: Environmental Services	
Previous Action on this Matter: The Preliminary Plat of Ponytail Addition was approved by the Board of Commissioners on July 17, 2024.			
Background: Kenneth Knoss and applicant Larry Hansen are requesting Final Plat approval of Ponytail Addition. The subject 46+ acre property is proposed to be divided as one 12.53 acre lot. The property is generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township, (PID # 06.00235.10). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. Attachments: Draft Resolution of Approval			
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of Ponytail Addition Final Plat. The suggested motion is recommended; <i>"Move to Approve Resolution No. 24/1002-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Ponytail Addition generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township, (PID # 06.00235.10)"</i>			
Implications of Action – Recommended Board action grants approval of the Ponytail Addition Final Plat as presented. Budget/Financial Implications: None. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve <u>CEB</u>		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. 24/1016-XX

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF PONYTAIL ADDITION

WHEREAS, property owners Kenneth Knoss & Bernice Knoss and applicant Larry Hansen submitted an application dated received May 31, 2024 and considered complete on June 3, 2024 for the Preliminary Plat of Ponytail Addition; and

WHEREAS, the property owners wish to create one lot from the 46± acre subject site; and

WHEREAS, the subject site is generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.10

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

AND

The West 108 feet of the Southeast Quarter of the Northeast Quarter of Section 11, Township 37, Range 22, Chisago County, Minnesota.

AND

That part of the Northeast Quarter of the Southeast Quarter and that part of Government Lot 3 lying East of the center line of Chisago County Road No. 1 as laid out and traveled August 14, 2003, all in Section 11, Township 37, Range 22, Chisago County, Minnesota, lying Northerly of the following described line:

Commencing at the East Quarter corner of said Section 11; thence South 00 degrees 07 minutes 51 seconds East, assumed bearing along the East line of the Southeast Quarter of said Section 11, a distance of 655.00 feet to the point of beginning of the line to be described; thence South 76 degrees 47 minutes 00 seconds West, 152.00 feet; thence South 38 degrees 20 minutes 00 seconds West, 173.24 feet; thence South 87 degrees 20 minutes 00 seconds West, 1339.14 feet, to the West line of Parcel 27, Chisago County Highway Right-of-Way Plat No. 71, and said line there terminating.

WHEREAS, the Preliminary Plat of Ponytail Addition was recommended for approval by the Planning Commission on July 11, 2024 and approved by the Board of Commissioners on July 17, 2024; and

WHEREAS, at the time of Preliminary Plat approval, Kenneth Knoss & Bernice Knoss were identified as legal owners of the lands subject to the application. By affidavit of identity and survivorship recorded on August 14, 2024, Kenneth Knoss acquired the interest held by Bernice Knoss at the time of her death; and

WHEREAS, property owner Kenneth Knoss, a widowed person, and applicant Larry Hansen submitted a request for Final Plat of Ponytail Addition on September 16, 2024; and

WHEREAS, the Final Plat submitted on September 16, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the Chisago County Attorney's Office has reviewed the pending application for Final Plat and the title opinion received of the property owner's attorney dated August 27, 2024, and the Attorney's Office has provided a legal opinion that full legal title of the subject property is in the name of Kenneth W. Knoss, a widowed person.

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

1. The Final Plat is approved as submitted on September 16, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None

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

Approved: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 18
Title of Item for Consideration: 2025 Board of Water and Soil Resources (BWSR) Funding and SSTS Upgrade Grant Funds Agreement	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: The Natural Resource Block Grant (NRBG) program and agreement is an annual program and agreement presented by the State of Minnesota Board of Water and Soil Resources (BWSR). To be eligible, a county must have a locally adopted and BWSR approved comprehensive local water management plan (<i>IWIP</i>), complete the application process, satisfy any required match, and submit annual reporting. Chisago County has been a routine participant in the NRBG program(s) for many years. The annual Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment Systems (SSTS) funding allocations that are a part of the program are administered by BWSR.	
Background: The Natural Resources Block Grant (NRBG) is a composite of base grants available to local government units that help them implement programs designed to protect and improve water resources. The total grant amount for FY 2025 Septic Treatment Systems programming support is \$21,200. The county is also receiving the maximum allocation of SSTS Upgrade Grant funding support of \$40,000. A summary of the monetary line items include: • \$21,200 Septic Treatment Systems grant for purpose of local administration of SSTS programming. All counties are required to pass ordinances regulating SSTS countywide. Counties that have enacted countywide ordinances and have a BWSR approved locally adopted comprehensive local water plan (<i>IWIP</i>) are eligible to receive this grant. • \$40,000 Septic treatment system upgrade grant for purpose of supporting installation of septic systems for low-income property owners. Chisago County policy is established to award up to \$5,000 grants to qualifying property owners on a first come first served application basis. In support of this ongoing grant program, the County Board last adopted the attached grant program policy in 2022. Staff also proposes and presents 2024 updates to the policy as presented/attached. Attachment: • FY 2025 Grant Agreement • Updated 2024 Grant Program Policy	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively approve and authorize execution of the FY2025 MPCA SSTS Grant Agreement. The suggested motion to accomplish this is as follows: <i>“Move To Approve and Authorize Execution of The FY 2025 State of Minnesota Board of Water and Soil Resources MPCA SSTS Program Grant Agreement and Septic Grant Program Policy”</i>	

Implications of Action: Board approval will approve the terms of the agreement for FY 2025 MPCA SSTS Grants and adjust the Septic Grant Program Policy as presented.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

CHISAGO COUNTY

SEPTIC GRANT PROGRAM POLICY

SUBSURFACE SEWAGE TREATMENT SYSTEM (SSTS) GRANT FUND

I. PURPOSE

The purpose of the grant program is to improve water quality throughout Chisago County by providing grant funds to real property owners in order to upgrade SSTS which have been determined to be an imminent health threat to public safety & failing to protect ground water.

II. ELIGIBILITY REQUIREMENTS

1. All real property owners that are under the jurisdiction of Chisago County Zoning and Sewage and Wastewater Treatment Ordinance 10-1.
2. The SSTS has been determined to be an imminent threat to public health & failing to protect ground water as defined in State Rule Chapter 7080 and the Chisago County Sewage and Wastewater Treatment Ordinance 10-1.
3. The real property owner must be a low-income family, as defined in the charts by U.S. Department of Agriculture, Rural Housing Improvement Loans & Grants program and must be residing in the subject home served by the failed septic system.
4. The Chisago County Septic Grant program cannot be used in conjunction with any other grant programs unless prior approval has been received by the Chisago County Department of Environmental Services/Zoning Director.
5. If the subsurface sewage treatment system is located on land which is being purchased on a Contract for Deed, the seller's signature is required on the contracted owners grant application prior to grant approval.
6. Grant funds cannot be utilized in support of the point-of-sale septic system repair or replacement remedy if the real property owner, i.e. seller is under contract to list and/or sell the subject property.

III. PROCEEDS

All grant funds are to be used for site evaluation, tank pumping, design, installation, repair and replacement or tank abandonment of SSTS on private property. **Grants may not be used for SSTS installed on any new building construction.** On repairs, the grant will pay up to ½ the cost of repair or partial replacement but cannot exceed \$2,500.00 and full system replacement may receive up to \$5,000.00 unless prior approval has been received by the Chisago County Department of Environmental Services/Zoning Director.

IV. APPLICATION FOR GRANTS

Application for the SSTS Grant Funds shall be made to the Department of Environmental Services/Zoning on a form provided. Documents that must accompany the grant application:

- Proof of ownership of real property;
- Income statement signed;
- Tennessen document signed;
- Statement of continued/ongoing residence on the subject property; and
- A minimum of two bids by a licensed septic installer. The lowest responsible bid will be chosen.

**Applications submitted that do not provide all required accompanying documents cannot be accepted and will be returned without processing.*

Applications are treated on a first come – first served basis. Chisago County reserves the right to limit grant fund availability. No grant fund applications will be accepted after installation of the SSTS has started.

V. GRANT FUND DISBURSEMENT

Grant funds will be disbursed, upon receipt of:

- SSTS as-built form;
- Passage of final inspection by Chisago County Environmental Services & Zoning; and
- Final statement of billing from the SSTS contractor performing the work.

All grant funds will be issued directly to the SSTS licensed contractor.

INCOME LEVELS

**Adjusted income limits as set by
USDA Rural Housing Home Improvement Loan & Grant Program
(based on Chisago County data*)**

SEE ATTACHED

PROGRAM	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Low Income	\$90,000	\$90,000	\$90,000	\$90,000	\$118,800	\$118,800	\$118,800	\$118,800

*Minneapolis-St. Paul – Bloomington, MN-WI HUD Metro FMR Area - 6/08/2022

|
(Please note this data may adjusted on an annual basis by the USDA and any such changes shall be adopted herein).*

POLICY NBR:

Adopted:

Date
Chair, Chisago County Board of Commissioners

Date
Clerk, County Board

Chisago County Request for Board Action

Meeting Date: October 16, 2024	Item Number: 19
Title of Item for Consideration: Report and Recommendations from the October 9, 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 October 9th 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: <u>CIP Facilities 10-year Outlook:</u> Chris Ziemer, Brian Mohr, Kristin Duerr from ICS presented their initial findings regarding their 10-year Facilities study of the Center City Chisago County Government Center. <i>No action was taken.</i> <u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <i>The Committee recommended accepting the reports.</i> <u>Monthly Current County Staffing Update:</u> County Administrator Burnham discussed the current staffing in Chisago County. <i>The Committee moved to approve the update.</i> <u>Proclamations and Resolutions Policy/Board Operating Guidelines:</u> County Administrator Burnham discussed the 2020 Proclamations and Resolutions Policy with the Committee to address concerns from Commissioners regarding ceremonial proclamations/resolutions. <i>No action taken.</i> <u>Center City Government Center Tree Removal:</u> County Administrator Burnham discussed emerald ash borer and the trees surrounding the Government Center parking lot. The County Facilities/Maint. staff sought two quotes from tree cutting companies. <i>The Committee recommended going back to the vendor to see if they could match the quote, and to pay for the service, \$12,900 using unallocated ARPA funding.</i> <u>Public Works – Post Puller:</u> County Engineer Joe Triplett discussed the need for a post puller in the Public Works Department. <i>The Committee recommended funding the \$8,492 post puller using unallocated 2024 CIP funds.</i>	

Prior Operating Budget Reductions:

County Administrator Burnham discussed the prior actions of the B/F committee when setting the preliminary levy amount and some expenditures removed from the 2025 operating budget. ***The Committee recommended funding the \$20,850 worth the requests using unallocated 2024 CIP funds.***

SEPTEMBER 2024		Agenda Item
Unallocated CIP Balance as of 10/04/24	\$ 45,185	
Chisago County Historical Society:		
Digital Memories across Chisago County	(13,600)	2025 Budget
County Attorney - Chairs	(3,000)	2025 Budget
Environmental Services (Zoning) - Safety Equip	(3,250)	2025 Budget
Assessor - Chairs	(1,000)	2025 Budget
Remaining Balance	\$ 24,335	

Facility and Maint. Requests – Concrete and Fencing:

County Administrator Burnham discussed the recent requests from the Fac./Maint. department to repair concrete in the Center City Public Works facility, and a gate controller for the Harris Sheriff's Office. ***The Committee recommended funding the \$8,500 for the concrete repair and \$3,500 for the controller from the 2024 unallocated CIP.***

Minnesota Rural Counties Invitation:

County Administrator Burnham discussed the recent invitation to join the MN Rural Counties organization. ***The Committee chose to not join the MRC.***

MCIT Voting Delegate and Alternates:

County Administrator Burnham discussed the current MCIT voting delegates and alternates. ***No action taken.***

Strategic Planning Process:

County Administrator Burnham discussed the upcoming strategic planning process, which the County already allocated \$5,000 for. Burnham recommended hiring Dave Unmacht to facilitate the strategic planning process for Chisago County. ***The Committee recommended funding the increase, \$2,875, from the already allocated Management Training ARPA allocation.***

Attachment:

- October 9th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the October 9th 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 October 9th Budget and Finance Report.”

And

“Move to approve removing the trees around the Chisago County Government Center for \$12,900 or less using unallocated ARPA.”

And

“Move to approve purchasing a post puller for the Public Works Department for \$8,492, paying for it using 2024 unallocated CIP funds.”

And

“Move to approve funding \$20,850 worth of removed 2025 operating budget requests: Chisago County Historical Society Digital Memories Project, County Assessor and County Attorney Chairs, and Environmental Services Safety Equipment.”

And

“Move to approve funding the \$8,500 for the concrete repair at the Center City Public Works Facility and \$3,500 for the controller at the Harris Sheriff District Office from the 2024 unallocated CIP.”

And

“Move to approve funding the increase of \$2,875, from the already allocated Management Training ARPA allocation, to the Strategic Planning project for payment to Dave Unmacht.”

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.

<i>Administrator's Recommendation</i>							
Approve <u>CEB</u>		Deny _____		Other _____			
Motion By:			Seconded by:				
To:							
Action on Motion:		Aye _____		Nay _____		Abstain _____	

Chisago County Request For Board Action

Meeting Date: October 16, 2024		Item Number: 20	
Title of Item for Consideration: 2025 Law Enforcement Services Contracts for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City			
Action Requested by: Sheriff Thyen		Department: Sheriff's Office	
Previous Action on this Matter: None.			
Background: The Sheriff's Office provides law enforcement services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City and currently has a one-year contract agreement to provide those services. The current contract ends December 31, 2024 and the Sheriff's Office and the cities are seeking a new one-year contract for 2025.			
Attachment(s): 2025 Law Enforcement Services Contracts for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the agreement to provide law enforcement services for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City. The suggested motion is as follows: <i>"Move to approve the 2025 Agreement to Provide Law Enforcement Services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City."</i>			
Implications of Action: These agreements allow the Sheriff's Office to provide law enforcement services to the contracted cities. Every year these agreements will need to be approved by the board due to the need to update contract details.			
Budget/Financial Implications: These agreements have already been factored into the 2025 budget.			
Legal/Policy Implications: The County Attorney has approved and developed the service contract template.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and City of Center City (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

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**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF CENTER CITY**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 40 hours per month, for the months of January, February, March, April, October, November and December.
- 1.2 An average of 50 hours for the month of September.
- 1.3 An average of 60 hours for the month of May.
- 1.4 An average of 80 hours per month, for the months of June, July and August.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of ~~\$74.46~~ per hour for the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 5th day of September, 2024 and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____, 20__.

COUNTY OF CHISAGO

City of Center City

By: _____
Chair, Board of County Commissioners

By: *Jim Behnke*
Mayor

By: _____
Clerk, Board of County Commissioners

By: *Danette Muen*
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:

Janet Rast

County Attorney Date 5/28/2024

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and City of Harris (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

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**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF HARRIS**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 48 hours per month each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$74.46 per hour for the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 8 day of July, 2024, and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 20__.

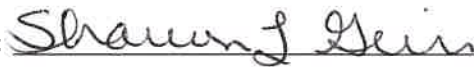
COUNTY OF CHISAGO

City of Harris

By: _____
Chair, Board of County Commissioners

By: 
Mayor

By: _____
Clerk, Board of County Commissioners

By: 
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:



County Attorney Date 5/28/2024

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and City of Rush City (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

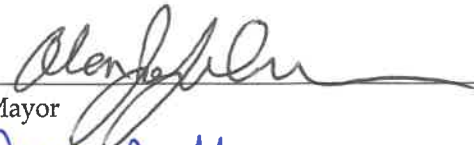
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 22nd day of July, 2024 and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 20__.

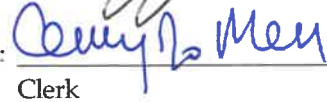
COUNTY OF CHISAGO

City of Rush City

By: _____
Chair, Board of County Commissioners

By: 
Mayor

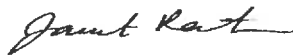
By: _____
Clerk, Board of County Commissioners

By: 
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:



County Attorney Date 5/28/2024

**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF RUSH CITY**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 80 deputy hours and an average of 40 supervisor hours totaling an average of 120 hours per week each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$79.42 per hour for the services provided pursuant to this Agreement. The rate is calculated based on the combination of patrol deputy and supervisor hourly rates.

C. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate a supervisor to be assigned for the term of the contract barring any unforeseen circumstances. This supervisor will maintain communication with the MUNICIPALITY, receive complaints of service, and coordinate assignments of officers. The general designated work hours of the assigned supervisor will be Monday through Friday 6:00 a.m. to 2:00 p.m. or a coordinated schedule between the COUNTY and MUNICIPALITY.

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and **City of Shafer** (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
 - A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the ____ day of _____, 20__, and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____, 20__.

COUNTY OF CHISAGO

City of Shafer

By: _____
Chair, Board of County Commissioners

By: _____
Mayor

By: _____
Clerk, Board of County Commissioners

By: _____
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:



County Attorney Date __5/28/2024__

**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF SHAFER**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 80 hours per month each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$74.46 per hour for the services provided pursuant to this Agreement.

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the **County of Chisago** (hereinafter referred to as the "COUNTY"), and **City of Stacy** (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
 - 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
 - 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
 - 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
 - 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
 - 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
 - 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
 - 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.
- II. ASSUMPTION OF LIABILITIES/INSURANCE
- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
 - 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025 ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year periods (each, a "Renewal Term"). Either party may terminate this Agreement effective at the end of the Initial Term or at the end of any Renewal Term by giving written notice to the other party at least one hundred and eighty (180) days prior to the end of said term.
- 3.2 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 The COUNTY shall have the right to increase the hourly rate as set forth on the attached Exhibit A in advance of each Renewal Term, as set forth herein.
 - 4.3.1 The amount of the hourly rate for each Renewal Term shall be given in writing by the COUNTY to the MUNICIPALITY no later than June 1 of the year prior to its implementation.
 - 4.3.2 The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Renewal Term hourly rate in writing prior to June 30 of the Renewal Term-year prior to its implementation. If the MUNICIPALITY rejects or fails to accept in writing the Renewal Term hourly rate, this Agreement shall terminate on December 31 of the year in which the rejection occurred, unless the timelines are waived or an extension is agreed upon by the parties.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered, the number of citations issued, and dates, start times, and end times of the COUNTY's service in the MUNICIPALITY; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation. The MUNICIPALITY will not compensate the COUNTY for time spent preparing or presenting these reports.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 10 day of September, 2024 and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 20__.

COUNTY OF CHISAGO

City of Stacy

By: _____
Chair, Board of County Commissioners

By: _____
Mayor

By: _____
Clerk, Board of County Commissioners

By: _____
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:

Janet Rait

County Attorney Date 5/28/2024



**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF STACY**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 120 hours per week each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$74.46 per hour for the services provided pursuant to this Agreement.

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and City of Taylors Falls (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2025 through December 31, 2025.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statutes, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2025 and shall be in effect through December 31, 2025.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered, types of calls being answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 24th day of September, 2024 and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 20__.

COUNTY OF CHISAGO

City of Taylors Falls

By: _____
Chair, Board of County Commissioners

By: BSl Wetz
Mayor

By: _____
Clerk, Board of County Commissioners

By: Sherrie Thomasen
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:

Jamie Ratt

County Attorney

Date 5/28/2024

**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF TAYLORS FALLS**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 An average of 32 hours per week each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$74.46 per hour for the services provided pursuant to this Agreement.

C. SPECIAL PATROL AREAS

[TAYLORS FALLS] The COUNTY shall provide patrol services to Interstate State Park, Private Campgrounds, North Lions Park, South Lions Park, foot patrol of the downtown business district, vacation house checks as requested and community events.

D. DESIGNATED OFFICER-IN-CHARGE

[TAYLORS FALLS] The COUNTY shall designate an officer-in-charge of the Taylors Falls station to maintain communication with the MUNICIPALITY, to receive complaints of service, and coordinate assignments of officers.

Chisago County Request For Board Action

Meeting Date: October 16, 2024		Item Number: 21	
Title of Item for Consideration: Children's Mental Health Screening Grant 2025			
Action Requested by: Robert Benson, Director		Department: Health and Human Services	
Previous Action on this Matter: Approved through 2024			
Background: The Minnesota Department of Human Services has allocated funding for a Child Welfare/Juvenile Justice Screening Grant to support children's mental health screening, assessment and mental health services to children in the child welfare and juvenile justice systems. This grant funds screening for children who meet the following criteria: • is receiving protective services • is in out-of-home placement • has had parental rights terminated • been found to be delinquent • has been detained for an alleged delinquent act, and • is found to have committed a petty juvenile offense for the third or subsequent time Attachment(s): • CMH Screening Grant 2025			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Children's Mental Health Screening Grant 2025. The suggested motion is as follows: <i>"Move to approve the Children's Mental Health Screening Grant 2025."</i>			
Implications of Action: Acceptance of this grant award will allow Chisago County to utilize state funding for Children's Mental Health screening, assessment and services to individuals meeting specified criteria. Budget/Financial Implications: State grand funding. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

State of Minnesota County Grant Contract Worksheet

(Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the County. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract: \$22,588	
FinDeptID H55 _____	Child Welfare amount for state fiscal year <u>2025</u> : \$305
	Juvenile Justice amount for state fiscal year <u>2025</u> : \$10,989
	Child Welfare amount for state fiscal year <u>2026</u> : \$305
	Juvenile Justice amount for state fiscal year <u>2026</u> : \$10,989

☒ State Funds Only

☐ Federal Funds Only

☐ Both State and Federal Funds

Starts in fiscal year: 2025	Vendor ID: 197284
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SWIFT Grant# /Encumbrance #: GRK _____ /30000 _____

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: N/A

COUNTY Name and Address: Chisago County
313 N Main St, Room 239
Center City, MN 55012-9665

Soc. Sec. or Federal Employer I.D. No.:

Minnesota Tax I.D. No. (if applicable):



Minnesota Department of Human Services

County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and **Chisago County**, an independent grantee, not an employee of the State of Minnesota, located at **313 N Main St, Room 239, Center City, MN 55012-9665** ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; Grant Progress Reports; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd. 1(a)(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter calendar year 2024 data into SSIS by March 15, 2025. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports via the SSIS system annually and continually monitor grant activities internally.

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard, as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan, page 69, Chapter 15.¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **twenty-two thousand five hundred eighty-eight dollars (\$22,588)**. The breakdown of the total award amount is as follows: Child Welfare, **six hundred ten (\$610)** and Juvenile Justice, **twenty-one thousand nine hundred seventy-eight dollars (\$21,978)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

REPORTING PERIOD	INVOICE DUE
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 30, 2025
July 1, 2025 – September 30, 2025	October 30, 2025
October 1, 2025 – December 31, 2025	January 30, 2025

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

b. Federal funds. N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE 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.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default

of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Mollie Dusha** or successor. Phone and email: **651-431-4782, CMHSG.DHS@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **651-213-5601, robert.benson@chisagocounty.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Robert Benson** or successor. Phone and email: **651-213-5601, robert.benson@chisagocounty.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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 the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"),

45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not

infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEPARTMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years

from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. 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.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should

be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment A: Budget				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2025 to June 30, 2025		July 1, 2025 to December 31, 2025		
BRASS Code	TOTAL BUDGET	BRASS Code	TOTAL BUDGET	
111 – Mental Health Screening (up to 55%)	\$6,160.00	111 – Mental Health Screening (up to 55%)	\$6,160.00	
197 – Local Collaborative Undifferentiated Services		197 – Local Collaborative Undifferentiated Services		
401 – Information & Referral	\$2,541.60	401 – Information & Referral	\$2,541.60	
402 – Community Education & Prevention		402 – Community Education & Prevention		
404 – Client Outreach	\$2,592.40	404 – Client Outreach	\$2,592.40	
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification & Intervention		407 – Early Identification & Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		455 – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services		462 – Family Based Services		
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management		490 – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2025	\$11,294.00	TOTAL FUNDS State Fiscal Year 2026	\$11,294.00	\$22,588.00

Attachment A: BUDGET SUMMARY AND JUSTIFICATION FORM

A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.

BUDGET JUSTIFICATION FY25: January 1, 2025 to June 30, 2025

BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 1
111 – Mental Health Screening (up to 55%) - Costs of screening instruments, copies, and translations - Staff time in administering screenings - Entering screening data into SSIS/CSTS - Staff mental health trainings - Supervision for staff who complete screenings	111 – Mental Health Screening 77 hours every 6 months at \$80. an hour for a total of \$6,160.00	\$6,160.00
401 – Information & Referral - Provision of information to individuals within the <i>target populations (child welfare and juvenile justice)</i> on social services - Assistance to <i>children/youth with a positive mental health screening</i> and parent/guardian in making contact with a resource that can respond to their needs or problems - Providing information and referral for <i>children/youth with a positive mental health screening</i> or to a parent/guardian regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral \$2541.50 with a cost of \$80.00 an hour will give us 31.77 hours every 6 months for referring Children and their parents to appropriate resources.	\$2,541.60
404 – Client Outreach Services designed to locate children/youth within the <i>target populations (child welfare and juvenile justice)</i> who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	404 – Client Outreach \$2592.405 with a cost of \$80.00 an hour will give us 32.40 hours every 6 months for referring chilfren and their parents to appropriate resources	\$2,592.40
TOTAL State Fiscal Year 1		\$11,294.00

Attachment A: BUDGET SUMMARY AND JUSTIFICATION FORM

A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.

BUDGET JUSTIFICATION FY26: July 1, 2025 to December 31, 2025

BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 2
111 – Mental Health Screening (up to 55%) - Costs of screening instruments, copies, and translations - Staff time in administering screenings - Entering screening data into SSIS/CSTS - Staff mental health trainings - Supervision for staff who complete screenings	111 – Mental Health Screening 77 hours every 6 months at \$80.00 an hour for a total of \$6,160.00	\$6,160.00
401 – Information & Referral - Provision of information to individuals within the <i>target populations (child welfare and juvenile justice)</i> on social services - Assistance to <i>children/youth with a positive mental health screening</i> and parent/guardian in making contact with a resource that can respond to their needs or problems - Providing information and referral for <i>children/youth with a positive mental health screening</i> or to a parent/guardian regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral \$2541.50 with a cost of \$80.00 an hour will give us 31.77 hours every 6 months for referring Children and their parents to appropriate resources.	\$2,541.60
404 – Client Outreach Services designed to locate children/youth within the <i>target populations (child welfare and juvenile justice)</i> who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	404 – Client Outreach \$2592.405 with a cost of \$80.00 an hour will give us 32.40 hours every 6 months for referring childfren and their parents to appropriate resources	\$2,592.40
TOTAL State Fiscal Year 2		\$11,294.00

Chisago County Request For Board Action

Meeting Date: October 16, 2024	Item Number: 22	
Title of Item for Consideration: Appointment Daryl Moeller as Chisago County Assessor		
Action Requested by: Chase Burnham, County Administrator	Department: County Administration	
Previous Action on this Matter: Pursuant to Minn. Stat. 273.061 Subd. 2, the County Board of Commissioners must reappoint the County Assessor every 4 years, or take action pursuant to statute to replace the current County Assessor (or change the County's overall assessment structure).		
Background: Pursuant to Minn. Stat. 273.061 Subd. 2, the County Board of Commissioners must reappoint the County Assessor every 4 years, or take action pursuant to statute to replace the current County Assessor (or change the County's overall assessment structure). Mr. John Keefe was reappointed as County Assessor on October 21 st , 2022 for another 4 year term by resolution, but he retired before completing his term. Daryl Moeller was appointed County Assessor to complete term. It is the County Administrator's position that Mr. Moeller has served the County and Assessor's Office exceedingly well in this position. The Minnesota Department of Revenue requires that all County Assessors have their appointments and Oath of Office confirmed during the first meeting of the year. Attachment(s): • Resolution for Reappointment		
Action Requested/Recommended: The County Board is respectfully requested to confirm the appointment of Mr. Daryl Moeller as Chisago County Assessor for a 4-year term. The following motion is suggested: "Move to confirm the appointment of Mr. Daryl Moeller as Chisago County Assessor."		
Implications of Action: The Board's confirmation at tonight's meeting will facilitate the reappointment of Mr. Daryl Moeller to another four-year term as County Assessor, running January 1 st , 2024 through December 31 st , 2028 with the Minnesota Department of Revenue. Budget/Financial Implications: All necessary monies are included in approved Preliminary 2024 budget to support reappointment of Mr. Moeller as County Assessor. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.		
Administrator's Recommendation		
Approve <u>CEB</u>	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. 24/1016-X
REAPPOINTING DARYL MOELLER
AS CHISAGO COUNTY ASSESSOR**

WHEREAS, Minnesota Statute 273.061 provides for each County Board of the State of Minnesota to fill the office of County Assessor by appointment for a term of four years; and

WHEREAS, Chisago County Assessor Daryl Moeller has performed exceedingly well the performance of the duties and responsibilities of his office during the past four year term as; and

WHEREAS, the citizens of Chisago County and the property tax system which we administer will be well served by the continued management by and oversight of the incumbent Assessor;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby reappoints Daryl Moeller as the County Assessor for a four year term effective January 1, 2025.

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: October 16, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

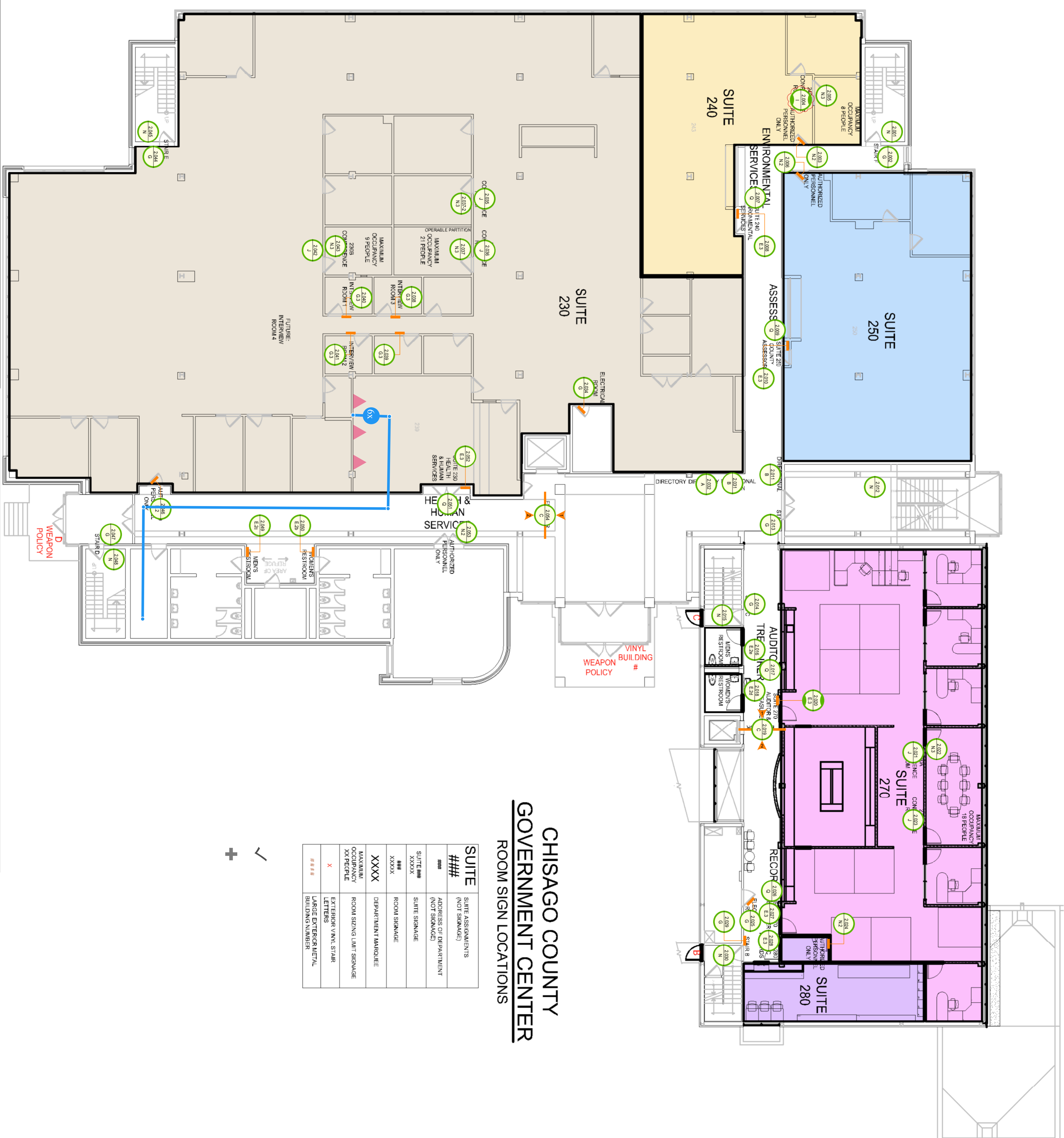
Meeting Date: October 16, 2024	Item Number: 23		
Title of Item for Consideration: HHS Interview Rooms Project – 2024 CIP			
Action Requested by: Chase Burnham, County Administrator		Department: County Administration	
Previous Action on this Matter: None.			
Background: During the 2024 Budget process, the Chisago County Board of Commissioners approved adding interview rooms to the Center City HHS Offices. The interview rooms will be built in the current lobby of the HHS. HHS needs the interview rooms because there are currently only ‘internal’ interview rooms and those pose a security risk for staff and clients. Attachment(s): • Layout/Cabling - \$1,815.54 • Electrical Quote - \$1,398.00 • Sprinkler Quote - \$2,320.00 • General Contractor Quote - \$23,970.00			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the HHS Interview Rooms project for \$29,503.54 using 2024 CIP funds. The following motion is suggested: “Move to approve the HHS Interview Rooms project for \$29,503.54 using 2024 CIP funds.”			
Implications of Action: By approving the rooms, the County will be moving to start and complete the HHS Interview Rooms project. Budget/Financial Implications: The total cost of the project is \$29,503.54. The project was allocated 2024 CIP funding of \$40,000. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.			
Administrator’s Recommendation			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Location Plan

CLIENT:	
TKDA	
FILE NAME:	
CHI0050_144294_LOC	
DESIGNER:	
CC	
DATE:	
12.22.15	
REVISIONS:	
01.29.16 CC	04.25.16 NJN
02.09.16 CC	05.23.16 MJB

Chisago Lake Government Center

LEGEND	
	DENOTES RECENT ADDED SIGN
	DENOTES RECENT REVISION
	GLASS BLOCKERS
	ACTIVE SECTION



SUITE ###	SUITE ASSIGNMENTS (NOT SIGNAGE) (NOT SIGNAGE)
###	ADDRESS OF DEPARTMENT (NOT SIGNAGE)
SUITE ### XXXXX	SUITE SIGNAGE
### XXXXX	ROOM SIGNAGE
XXXX	DEPARTMENT MARQUEE
MAXIMUM OCCUPANCY XX PEOPLE	ROOM SIZING LIMIT SIGNAGE
X	EXTERIOR VINYL STAIR LETTERS
	LARGE EXTERIOR METAL BUILDING NUMBER

**CHICAGO COUNTY
GOVERNMENT CENTER**
ROOM SIGN LOCATIONS

ROOM SIGN LOCATIONS

+

PROPOSAL
SOGARD ELECTRIC INC.
29955 Glader Blvd
Lindstrom, Minn. 55045
651-402-4945

Date:9-19-24

Name: Chisago County Maintenance Department

Street: 313 North Main Street

City: Center

State:MN

Telephone: 651-257-1300

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

Installation of duplex receptacles in new interview rooms HHS waiting room area

1. Install conductors above drop ceiling to new receptacle locations along back wall
2. Cut in new single gang openings and fish conductors thru wall to locations
3. Install rework single gang boxes and terminate conductors to boxes
4. Use existing branch circuit to feed new receptacles
5. Install new duplex receptacles in cut in boxes and install stainless steel plates
6. Make all necessary connections
7. Test operation when complete

All the material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: \$1,398.00

Payments to be made as follows: net 15 upon completion of work preformed

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate

Note: This proposal may be withdrawn if not accepted within 30 days

Respectfully Eric R. Sogard _____
Sogard Electric Inc.

Accepted By _____



PROPOSAL

PROPOSAL SUBMITTED TO	PHONE	DATE
Chisago County – Government Center	(651) 346-8817	9/17/24
STREET	EMAIL	DATE OF PLANS
313 N Main St.	Ward.brown@chisagocountymn.gov	N/A
CITY, STATE, ZIP CODE	JOB NAME	ARCHITECT
Center City, MN 55012	Chisago County Govt Center – Add Head	N/A
ATTENTION	JOB LOCATION	BID NUMBER
Mr. Ward Brown	Same as above	BG-091724

Viking Automatic Sprinkler Co is pleased to provide this proposal to:

1. Add (1) pendent fire sprinkler head in room without fire protection. (This assumes that Viking is able to tie in to the fire sprinkler system above the room, as discussed with Ward.)

All work to be performed during normal working hours 7:00AM – 3:00PM.

Note:

Due to the volatility in the steel market, we reserve the right to adjust all prices based on the cost of materials at the time of contract. The customer may be required to pay for materials at the time of contract to guarantee price.

INCLUSIONS:

- 💧 MATERIAL & FABRICATION
- 💧 INSTALLATION
- 💧 SHIPPING
- 💧 TRUCK CHARGE

EXCLUSIONS:

- 💧 DRAWING SUBMITTAL FOR PERMIT
- 💧 AERIAL LIFT RENTAL
- 💧 PAINTING & PATCHING
- 💧 ELECTRICAL WIRING & CONDUIT
- 💧 CUTTING CEILING TILE
- 💧 FIRE ALARM, MONITORING AND RELATED EQUIPMENT
- 💧 FIRE EXTINGUISHERS
- 💧 ANYTHING NOT EXPRESSLY STATED IN THIS PROPOSAL.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATION, FOR THE SUM OF:

Two Thousand Three Hundred and Twenty & 00/100 DOLLARS (\$2,320.00)

PAYMENT TO BE MADE MONTHLY AS THE WORK PROGRESSES TO THE VALUE OF 100 (%) PERCENT OF ALL WORK COMPLETE AND MATERIAL ON JOB SITE. THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN 30 DAYS AFTER COMPLETION. NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

AUTHORIZED SIGNATURE

Blake Gunderson, Sales Representative

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES AND SPECIFICATIONS AND THE TERMS AND CONDITIONS FOUND OF THE FINAL PAGE OF THIS PROPOSAL ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

PLEASE PRINT NAME _____

DATE OF ACCEPTANCE ____/____/____

TITLE _____

CUSTOMER SIGNATURE _____

TERMS AND CONDITIONS

The Proposal, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Proposal only. If Customer wants Viking Automatic Sprinkler Co. ("Company") to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. The Company is NOT responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
4. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$5,000 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.**
5. **IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$5,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.**
6. **CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.**
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the Proposal.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 3% per annum on all past due sums, together with all costs of collection, including attorney's fees.
11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

Gregory Contracting
24700 Hazel Ave
Forest Lake, MN 55025

www.gregorycontracting.com

Quote

Exhibit A

Customer

Chisago County Court House
313 N. Main St.
Center City, Mn. 55012

Date	Quote #
8/16/2024	10713

Item	Description	Total
Remodeling	Remodel: Turning a larger area into 3 separate offices, it will become 3 separate 7'6"x8' offices New framing will be metal 20ga studs with tracking The new framing will go through the existing dropped ceiling to the ceiling deck The new walls will be installed over the existing carpet 3 new doors will be installed These will be flush oak doors stained to closely match the existing doors 3 new handle sets will be installed on these doors Rolled fiberglass insulation will be installed in all new walls 2 1/2" 25ga resilient channel will be installed on all new walls for sound deading New 5/8" drywall will be installed on all new walls Drywall will be taped and sanded to a paintable surface with a knockdown texture applied to the ceilings All new drywall will be painted with 2 coats of paint The existing ceiling tiles will be reworked to fit for the new walls New vinyl base will be installed on all new walls There is no electrical, HVAC or fire suppression in this quote The permit application is part of this quote. The cost of the permit, drawings, or engineer reports if needed are separate from this quote. Clean-up of all debris is in this quote This quote reflects current market pricing Prices may need to be adjusted prior to contract signing due to market conditions Financing is available upon request	23,970.00

Total

\$23,970.00

A 3.5% credit card fee will be added to all
credit card payments

Lic# BC692167
www.gregorycontracting.com
(651) 213-0668

DJ Gregory
dj@gregorycontracting.com



ECSI
7900 Chicago Avenue S
Bloomington, MN
55420, United States

Customer
Chisago County
313 N Main Street
Center City, MN
55012

Prepared By:
Richard Krouse
612-360-5420
rkrouse@ecsillc.com

Dennis Wilton
651-775-9996
dennis.wilton@chisagocountymn.gov

Project: **Chisago county - HHS Interview Rooms**

Scope of Work

Install (2) Category 6 network cables from the 2nd floor south communications room to each of (3) new interview room in the Health and Human Services.

Trminate, test , label and document as required.

Labor and Adjustments	\$1,221.82
Materials	\$593.72

\$1,815.54

Accepted By

Date

.....

.....

Chisago County Government Center

Front Door Court Security

Prohibited Items

Confiscations

	2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Prohibited Items Confiscated
Sharp objects		38	35	31	47	67	50	75	53	59	0	0	0	455
Guns, Firearms, Magazines		1	0	0	0	1	0	0	0	1	0	0	0	3
Martial arts and self-defense items		1	0	1	0	0	1	0	0	0	0	0	0	3
Tools & Sporting goods		1	10	1	11	14	7	5	8	13	0	0	0	70
Chemicals and other Dangerous Items		3	2	3	2	2	1	4	1	3	0	0	0	21
Total Prohibited Items Confiscated		44	47	36	60	84	59	84	62	76	0	0	0	552

Bag count

0	1,567	1,751	1523	1873	1897	1562	1887	1685	2080	0	0	0	15,825
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Services Rendered

	2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Services Rendered
Disturptive/Suspicious Persons Calls		0	0	1	0	2	0	2	1	1	0	0	0	7
Medical Assists		0	0	0	0	0	0	0	0	0	0	0	0	0
Officer/Deputy/Probation/911 Assist		7	3	3	4	5	8	2	4	1	0	0	0	37
Emotional Disturbed Persons		0	0	0	0	0	0	1	0	0	0	0	0	1
Handicap/Elderly Assists		0	1	0	3	0	2	0	0	3	0	0	0	9
Escorts to Motor Vehicle		0	0	0	0	0	0	0	0	0	0	0	0	0
Child Protection Referral		0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lot/Building Sec. Checks		39	25	21	28	34	22	17	20	20	0	0	0	226
Door and Fire Alarms		2	5	1	0	0	0	0	1	3	0	0	0	12
Misc. Services Rendered		1	2	4	0	0	1	0	1	1	0	0	0	10
Total Services Rendered		49	36	30	35	41	33	22	27	29	0	0	0	292

CORR.

Equipment Malfunctions	1	3	4	9	16	29	23	12	0	0	0	0
Lost and Found	0	0	0	0	0	0	0	0	1	0	0	0