



Board of Commissioners
REGULAR MEETING – Wednesday, November 20, 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

Road & Bridge Committee of the Whole:

Discussion

- | | | |
|-----|-----------------------------|-------|
| 1.) | County Engineer's Report | TAB 1 |
| 2.) | CSAH 30 Improvement Project | TAB 2 |
| 3.) | ADA Transition Plan Update | TAB 3 |

Board of Commissioners' Business Meeting

Consent Agenda:

- | | | |
|-----|---|-------|
| 1.) | R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) | R&B Committee Recommendation – CSAH 30 Improvement Project | TAB 2 |
| 3.) | R&B Committee Recommendation – ADA Transition Plan Update | TAB 3 |
| 4.) | Minutes from the November 6, 2024 – County Board of Commissioners Meeting | TAB 4 |
| 5.) | Payment of County's Warrants and Miscellaneous Bills | TAB 5 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | | |
|------|--|--------|
| 6.) | Director's Report | TAB 6 |
| 7.) | Kale Wolff and Federated Co-op Conditional Use Permit – Bulk Gas or Fuel Facility | TAB 7 |
| 8.) | Behrant Miller & Samantha Riehm Interim Use Permit – Contracting Business | TAB 8 |
| 9.) | Haven Homes "Peaceful Sunrise" Final Plat | TAB 9 |
| 10.) | Kelly Jordan "Kost Ranch" Final Plat | TAB 10 |
| 11.) | 2025 Solid Waste Hauler/Recycling Agreements | TAB 11 |
| 12.) | Washington County Household Hazardous Waste Inter- County Reciprocal Use Agmt. | TAB 12 |
| 13.) | Lower St. Croix River Comprehensive Watershed Mgmt Plan – 2025 Annual Plan of Work | TAB 13 |
| 14.) | 2025-2027 East Metro Water Resource Education Program Agmt. | TAB 14 |

Other Business of the County Board

- | | | |
|------|--|--------|
| 15.) | November 13 th Budget and Finance Committee Report | TAB 15 |
| 16.) | Advertising 2025 Citizen Committee Vacancies | TAB 16 |
| 17.) | TriMin System Service Agreement for 2024 | TAB 17 |
| 18.) | Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract | TAB 18 |
| 19.) | Professional/Technical Services Contract with Amy Anderson, M.D. | TAB 19 |
| 20.) | Professional/Technical Services Contract between Lakes Center for Youth and Families | TAB 20 |
| 21.) | Minnesota Department of Health Local Public Health Grant Agreement thru 2029 | TAB 21 |
| 22.) | Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement | TAB 22 |

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
 - City of Stacy Resolution – CSAH 19/Bridge
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- 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

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:	November 5 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 – Phase 1 (CSAH 8 to Isanti Co Line): Major construction is complete for the year. Highway was opened to traffic on Friday, October 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 were opened on October 29th. We received 13 bids. Project award and approval is up for Board consideration tonight. I am recommending project award and approval.

CSAH 16 Reconditioning Project (CSAH 12 to County Road 71): Design is complete. We are looking to open bids in December.

CSAH 19 Roundabout & Reconstruction Project: Working on preliminary design.

CSAH 6 Improvement Project: Working on final design. Maintenance will finish subcut and culvert work in the spring. Looking to pave in August or September.

ADA Transition Plan Update: Back in 2016, we adopted our ADA Transition plan to be in compliance with Title 28 Code of Federal Regulations Part 35, Subtitle A of Title II of the Americans with Disabilities Act of 1990 and ADA Right of Way regulations. Plan preparation and adoption was also a condition to receive federal funds. Per those same regulations, it is time to update our plan. I have enlisted Stonebrooke Engineering, which did the initial plan, to update our current plan to bring us into compliance. Proposal is included for Board consideration at tonight's meeting. I am recommending approval.

Chisago County Request for Board Action

Meeting Date: November 20, 2024	Item Number: 2
Title of Item for Consideration: CSAH 30 Improvement Project	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the CSAH 30 Improvement project. The County received 13 bids with Knife River Corporation out of Sauk Rapids being the apparent low bidder at \$6,586,316.60. The Engineer's Estimate was \$8,191,703.60 with the range being \$6,586,316.60 to \$9,164,641.92. The County has partnered with the City of North Branch on this project to construct a trail on the east side and a roundabout at the intersection with 377th Street that will provide access into a future development on the west side. Attachment(s): Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CSAH 30 Improvement Project to out of Sauk Rapids being the apparent low bidder at \$6,586,316.60. The following motion is suggested: <i>“Move to award and approve the CSAH 30 Improvement Project to out of Sauk Rapids being the apparent low bidder at \$6,586,316.60.”</i>	
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for project will come from 03-325-6605 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 Request for Board Action

Meeting Date: November 20, 2024	Item Number: 3
Title of Item for Consideration: ADA Transition Plan Update	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to our ADA Transition Plan. The County did the initial plan back in 2015 and it requires updating to receive federal funding. The County enlisted Stonebrooke Engineering. Not only does Stonebrooke have extensive experience in this arena, but they authored the County's initial plan back in 2015. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with Stonebrooke Engineering for assistance in ADA Transition Planning. The following motion is suggested: <i>“Move to approve the agreement with Stonebrooke Engineering for assistance in ADA Transition Planning.”</i>	
Implications of Action: Approval will allow the County to update the plan and stay in conformance with federal standards to receive federal funding. 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 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 _____

**PROFESSIONAL AND TECHNICAL SERVICES CONTRACT with
STONEBROOKE, ENGINEERING, INC.
For County Wide ADA Transition Plan**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Stonebrooke Engineering, Inc, 12279 Nicollet Avenue, Burnsville, MN 55337, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and

WHEREAS, County is in need professional and technical Services to develop a County-wide ADA Transition Plan; and

WHEREAS, the CONTRACTOR has provided the County with a proposal and cost estimate in which it made representations to the County that it is qualified, duly licensed and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Contract shall be effective on November 21, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until June 1, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES.** The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in the proposal of CONTRACTOR, dated October 10, 2024, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract, this Contract shall prevail.
 - A. **CONTRACTOR's Duties.** CONTRACTOR shall perform those tasks described in "**Attachment A-Proposal**" dated October 10, 2024.
 - B. **County's Duties.** County shall perform those responsibilities required of the County as set forth herein or as in **Attachment A-Proposal**.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed: Nineteen thousand, four hundred eighty four dollars and 00/100 Dollars (\$19,484) pursuant to **Attachment B – Cost Proposal**.

B. Terms of Payment.

CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Britt Berner, AICP, MN DLI AS
Company: StoneBrooke, Engineering, LLC
Address: 12279 Nicollet Avenue, Burnsville, 55337
Telephone: (952)402-9202
E-Mail:

V. **CANCELLATION AND TERMINATION.**

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be

assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT AND ASSUMPTION.** The CONTRACTOR has identified subcontractors, inspectors, and a subconsultant – as set forth in Attachment A-Proposal - whom the COUNTY accepts. The CONTRACTOR shall not further assign or transfer any other duties or additional rights or obligations under this contract without the prior written consent of County. In the event of further subcontractors or assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.
- VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.
- VIII. **INSURANCE.**
- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals working under this contract shall remain in effect for six (6) year following the completion of the work.
- D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of

insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

- X. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does

not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures found on page 7)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR - WSB

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

AUTHORIZED AND APPROVED:

By:
Marlys Dunne, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Janet Reiter, County Attorney
Date: October 30, 2024



a 12279 Nicollet Avenue, Burnsville, MN 55337
o 952.402.9202 f 952.403.6803
w stonebrookeengineering.com

October 10, 2024

Joe Triplett, P.E.
Chisago County Public Works Director and County Engineer
313 North Main Street – Room 400
Center City, MN 55012

RE: COST PROPOSAL FOR PREPARATION OF A COUNTY-WIDE ADA TRANSITION PLAN

Stonebrooke Engineering is pleased to submit this proposal to update the ADA Transition Plan for Chisago County. This letter defines the anticipated tasks and timeline necessary for updating this document. We anticipate inception to completion will take approximately four months and cost \$19,484.

Stonebrooke will prepare a County-wide ADA Transition Plan. This plan will incorporate all Right of Way elements to ensure Chisago County complies with current ADA Right of Way regulations. The transition plan will include:

- A schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs. Priority will be given to walkways serving entities covered by the Act, including County offices and facilities.
- A review of all county services, programs, and activities to identify any physical barriers or policies, practices, or procedures that may limit or exclude participation by people with disabilities.

The plan will, at a minimum,:

- Identify physical obstacles in the County's Right of Way that limit accessibility to its programs or activities by individuals with disabilities;
- Describe in detail the methods that could be used to make the facilities accessible.
- Specify a schedule or approach for taking the steps necessary to achieve compliance.
- Identify steps that will be taken during the transition period.
- Indicate the official responsible for the implementation of the plan.
- Identify ADA compliance within the Right of Way at county service buildings and facilities (Courthouse, Human Services, Highway Department, Fairgrounds, Parks, etc.).
- Address maintenance of accessibility (snow removal, etc.).
- Address response to alterations of facilities.
- Address accessibility in work zones for existing facilities.

The following is a description of proposed tasks that will be completed during the update of the Transition Plan to meet the guidelines laid out in Title 28 Code of Federal Regulations Part 35, which identifies Federal rules for the Department of Justice, and Subtitle A of Title II of the Americans with Disabilities Act of 1990.

Task 1 – Policy and Grievance Review – 14 days

Stonebrooke will review the current Plan and any policy updates or grievances since the previous Plan was adopted. We will review this content with Chisago County and other pertinent stakeholder staff, such as MnDOT State Aid, to ensure all policies and grievances are taken into consideration.

Task 2 - Available Data Review – 30 days

Concurrent with the development of the policy review, Stonebrooke will request available data from Chisago County staff. Data requests will include:

- Identification of previous County ADA improvement projects since the previous plan adoption,
- County planning efforts identifying ADA-compliant or non-compliant facilities,
- Available County inventory lists identifying ADA-compliant or non-compliant facilities,
- As-built plans of existing projects,
- GIS, aerial, or topographic mapping data of county facilities,
- Capital Improvement Plans (CIP), feasibility studies, comprehensive plans, area studies, etc., necessary to identify planned future projects for all state, county, and city projects potentially affecting county facilities.

Task 3 - PMT Committee Meetings – On-going

We will work with county staff to identify personnel for a Project Management Team (PMT). The PMT will oversee the update of the transition plan. It is anticipated that an initial kick-off meeting will be held with the PMT, and one additional meeting will be held after the draft update is completed. The purpose of these meetings is to ensure that the interests of agencies providing oversight are met. It is expected that personnel from the following groups will be part of the PMT:

- Stonebrooke Engineering
- Chisago County Public Works
- Others, as identified by Chisago County Public Works

Task 4 –ADA Self-Evaluation – 14 days

Stonebrooke will thoroughly review county facility plans to determine whether updates comply with current Public Right of Way Accessibility Guidelines (PROWAG) and MnDOT standards. We will use plan sheets and ADA compliance checks to determine which locations have been updated since the previous iteration of the Plan.

Task 5 - Develop Priority System – 14 days

After county facilities have been inventoried, Stonebrooke will work with Chisago County to create a priority system to rank facilities based on condition, improvement needs, pedestrian usage, and safety. This information will be compiled in an agreed-upon format and incorporated into the final document.

Task 6 - Update Transition Plan and Outreach – 30 days

Based on input from the PMT, Stonebrooke will refine the transition plan outline and prepare an update of the transition plan document. The draft document will identify facility and policy improvements, address public involvement by developing a procedure for grievance filing, identify a County ADA Coordinator or public contact, and hold a public open house meeting.

It is anticipated that two drafts and one final document will be prepared. The first draft will be used to solicit comments from the PMT. The second draft will address PMT concerns and will be used to solicit public comments.

Our team will also provide typical unit cost estimates for proposed improvements to assist with implementation and county budget planning.

Because I am licensed through the MN Department of Labor and Industry as an accessibility specialist, for an additional fee (included as optional tasks at the bottom of the Cost Proposal), Stonebrooke can:

Statement of Qualifications

I will lead this effort for Stonebrooke. I have over ten years of experience in ADA inspections and Transition Plans at the state, county, planning organization, and city levels. Natalie Fetter, a planner specializing in ADA-compliant design, field evaluation, and inspection, will assist Britt.

Why Stonebrooke:

Experienced with ADA Compliance Projects—Since 2014, Stonebrooke has led more than 35 Transition Plan Documents. Through this process, we have provided insight to MnDOT to help develop their ADA design standards. We are continually working on these types of projects, with members of our staff developing ever-expanding expertise in this topic. Stonebrooke truly is at the forefront of the recent ADA compliance movement.

A Larger Vision - Stonebrooke is aware of the impact on surrounding infrastructure by incorporating ADA-compliant features. Our team believes items contained in Transition Plans must satisfy all stakeholders and ADA guidelines and be functional and sustainable. Throughout the development of previous and ongoing Stonebrooke ADA projects, we have used our vast highway and municipal design experience to ensure that the construction of these elements is feasible. We take great pride in bringing a multi-faceted approach to every project by applying our comprehensive background knowledge of our talented staff.



a 12279 Nicollet Avenue, Burnsville, MN 55337
o 952.402.9202 f 952.403.6803
w stonebrookeengineering.com

A Great Firm – Stonebrooke Engineering, Inc. is based in the Twin Cities metro area. Our firm offers a diverse selection of transportation, surveying, permitting, planning, and construction services. With each project, and through a combination of technological expertise and time-tested client-service principles, we are earning a reputation as one of Minnesota’s most accomplished firms. Our work includes county state aid, trunk highway, municipal state aid, federal aid, and design-build projects. From value engineering and being good stewards of our client’s budgets and public funds to environmentally conscious and context-sensitive designs, we seek to engineer intelligent, effective, and responsible solutions. It’s an approach that our clients tell us they value and one of the most important reasons for our firm’s rapid and continued growth.

Proposed Fee- Stonebrooke will invoice for these services at our standard hourly rates, as shown in the enclosed Cost Proposal.

We thank you for this opportunity and look forward to helping Chisago County update its ADA Transition Plan.

Sincerely,

Britt Berner, AICP, MN DLI AS
Planning Department Lead | Accessibility Specialist

Enclosure: Cost Proposal



COST PROPOSAL
ADA Transition Plan
Chisago County Public Works Department

CLIENT: Chisago County Public Works Department PROJECT: Chisago County ADA Transition Plan CONSULTANT: Stonebrooke Engineering, Inc.					
		Project Manager/Sr. Transportation	Project Planner	Total Hours	Total Cost
Task No.	Work Task Description				
TASK 1.0	POLICY AND GRIEVANCE REVIEW	5	8	13	\$1,540.00
TASK 2.0	AVAILABLE DATA/PLAN REVIEW	6	24	30	\$3,144.00
TASK 3.0	(TAC) COMMITTEE	14	10	24	\$3,196.00
TASK 4.0	SELF EVALUATION	16	40	56	\$6,224.00
TASK 5.0	DEVELOP PRIORITY SYSTEM	6	16	22	\$2,424.00
TASK 6.0	UPDATE TRANSITION PLAN AND OUTREACH	4	20	86	\$2,456.00
	TOTAL HOURS	51	118	231	
	AVERAGE HOURLY RATE	\$164.00	\$90.00		
	TOTAL LABOR COST	\$8,364.00	\$10,620.00		\$18,984.00
EXPENSES (printing, plan set, mileage, etc.)					\$500.00
SUBTOTAL PROJECT FEE					\$19,484.00

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 06, 2024**

TAB 4

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 06, 2024 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

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

Chair 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 Montzka, seconded by Greene, the Board moved to add items 1-4 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 6:51 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Opioid Settlement Q3 Staff Expenses
- 4.) HHS Committee Recommendation – MDH Community Health Board Master Contract
- 5.) Minutes from the October 16th, 2024, Meeting
- 6.) Payment of County's Warrants and Miscellaneous Bills **Total:** \$856,708.88
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.
- 7.) Recognition of County Staff November Anniversaries

On motion by Swenson, seconded by Greene, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase a replacement generator and pay for the added permits as required for the Wyoming Emergency Paging Tower. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required upgrades for encryption to the ARMER ESChat system, funding is in the 061-6342 budgets. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the needed professional services for the network upgrade project from GDWG, funding is in the 061 and ENTS-099 budgets. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required systems to upgrade the security and standby power generation at the County ARMER sites, funding is in the 061-6342 budgets. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to open the Public Hearing at 7:01 p.m. for the ordinance relating to the regulation and registration of cannabis retail. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Public Hearing at 7:00 p.m.

Ordinance relating to the Regulation and Registration of Cannabis Retail

of speakers: 1

On motion by Dahlberg, seconded by Greene, the Board moved to close the Public Hearing at 7:03 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to approve the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses Ordinance. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Montzka, the Board moved to appoint Commissioner Greene and Solid Waste Administer Lisa Thibodeau, to the Isanti - Chisago Landfill Commission, for an annual term in year 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the Plans and Specifications for the Household Hazardous Waste Facility Renovation and Authorize the release of the project for competitive bid. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dahlberg, the Board moved to approve and direct the recording of the Checkerboard Park Declaration of Restrictive Covenant as drafted and in accordance with Department of Natural Resources Natural and Scenic Area Project Agreement NS22-00. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 24/1106-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Mack Estates generally located at 26995 Redwing Avenue / CR 86 in Franconia Township, (PID # 04.00218.00).

RESOLUTION NO. 24/1106-1

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF MACK ESTATES

WHEREAS, property owners Bonny Mack & Paul Mack and applicant Mallory Mack submitted a request for the Final Plat of Mack Estates on October 2, 2024; and

WHEREAS, the property owners wish to create one 5±-acre lot from the 80± acre subject site; and

WHEREAS, the subject site is located at 26995 Redwing Avenue / CR 86 in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00218.00

The North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section Twenty (20), Township Thirty-three (33), Range Nineteen (19).

WHEREAS, the Preliminary Plat of Mack Estates was recommended for approval by the Planning Commission on August 1, 2024 and approved by the Board of Commissioners on August 21, 2024; and

WHEREAS, the Final Plat submitted on October 2, 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 provided an opinion that the title evidence, in the form of a title policy issued on September 20, 2024, satisfactorily demonstrates that fee title to the property that is

subject to the plat is in the name of Paul Mack & Bonny Mack, owners on whose behalf the application was submitted.

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

1. The Final Plat is approved as submitted on October 2, 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.

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

On motion by Greene, seconded by Dahlberg, the Board moved to approve the U. of MN and Chisago County MOA 2025–2027 for County Extension. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the Chisago County Abatement Procedures Policy. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the attached Chisago County Email Data Retention and Disposition Standard and direct that it be distributed to all Chisago County employees. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:30 p.m.

END TIME – 7:30 p.m.

of SPEAKERS – 0

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

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

On motion by Greene, seconded by Dahlberg, the Board adjourned the meeting at 8:01 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Marlys Dunne, Chair

Attest: _____

Christina Vollrath
Clerk of the Board



CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 20, 2024

5

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$900,526.25

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	1	771,537.24	General Revenue Fund
	3	26,762.44	Road And Bridge Fund
	12	67,245.09	Capital Equipment Fund
	14	28,355.25	Solid Waste Fund
	18	4,527.23	Lake Imprvmnt Distr Maint
	76	2,099.00	Employee Recognition Agency Fu
	All Funds	900,526.25	Total

Please authorize payment for the following Human Services Warrants

<u>Check Date</u>	<u>Amount</u>	<u>Board Date</u>	<u>Type of Check/Payments</u>
11/22/2024	\$ 42,629.23	11/13/2024	Commissioners Warrants
10/31/2024	\$ 5,745.48		Auditor Warrants
11/8/2024	\$ 158,867.38		Auditor Warrants
	\$ 207,242.09	Total	

Lake Area Bank; Jon Eckel; Enterprise Services; conference; \$120.51
Lake Area Bank; Karen Gates; Human Resources; supplies; \$250.00
Lake Area Bank; Jonathan Gray; Sheriff; conference; \$232.03
Lake Area Bank; Mark Hendrickson; Probation; supplies; \$23.70
Lake Area Bank; Karen Long; Recorder; conference; \$155.71
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; \$219.99
Lake Area Bank; Josh Olds; Sheriff; supplies; \$38.94
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$477.20
Lake Area Bank; Janet Reiter; Attorney; registration; \$673.48
Lake Area Bank; Kurt Schneider; Environmental Services; registration; \$548.65
Lake Area Bank; Barbara Shimmon; Public Works; supplies; conference; \$660.95

Lake Area Bank; Alicia Stovern; Sheriff; registration; \$232.03
Lake Area Bank; Joseph Tart; Parks; supplies; \$338.15
Lake Area Bank; Kristin Waddell; Auditor/Treasurer; conference; \$272.46
Lake Area Bank; Dan Weber; Enterprise Services; supplies; \$14.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$40.00
Lake Area Bank; Todd McMurray; HHS; supplies; \$982.91
Lake Area Bank; Tracy Krona; HHS; supplies; \$423.69

- All invoices available with the Clerk of the Board

LSaumer
11/13/2024 9:28:59AM

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
7	10292 AMAZON CAPITAL SERVICES 05-430-700-0000-6401		53.73	SUPPLIES 11/04/2024 11/04/2024	1FRT-ND9T-H9GR	General Supplies	N
3	05-451-470-0000-6844		24.99	SUPPLIES 10/30/2024 10/30/2024	1HDC-P6PP-441Y	MECSH Grant Exp	N
4	05-420-600-0000-6401		18.10	SUPPLIES 11/04/2024 11/04/2024	1J1J-9HXT-3194	General Supplies	N
5	05-430-700-0000-6401		22.49	SUPPLIES 11/04/2024 11/04/2024	1J1J-9HXT-3194	General Supplies	N
2	05-451-470-0000-6401		13.49	SUPPLIES 11/05/2024 11/05/2024	1WY7-QJMQ-9KM3	General Supplies	N
1	05-451-470-0000-6844		13.49	SUPPLIES 11/05/2024 11/05/2024	1WY7-QJMQ-9KM3	MECSH Grant Exp	N
6	05-430-700-0000-6401		221.79	SUPPLIES 11/04/2024 11/04/2024	1YP7-PC1C-HRTH	General Supplies	N
	10292 AMAZON CAPITAL SERVICES		368.08	7 Transactions			
8	30069 CHISAGO COUNTY PRESS 05-121-000-0000-6850		450.00	COFFEE TALK ADVERTISEMENT 09/01/2024 10/31/2024	166296-50	Op Enhancement Grant Expense	N
	30069 CHISAGO COUNTY PRESS		450.00	1 Transactions			
9	203003 CHISAGO COUNTY RECORDER'S OFFICE 05-420-600-0000-6242		52.00	BIRTH CERTIFICATES 10/23/2024 10/23/2024	2024-211	Birth Certificates	N
	203003 CHISAGO COUNTY RECORDER'S OFFICE		52.00	1 Transactions			
10	203004 CHISAGO COUNTY SHERIFF'S OFFICE 05-420-640-0000-6385		60.00	[REDACTED] 11/05/2024 11/05/2024	24-2220	Cc Sheriff Sop & Bailiff	N
11	05-420-640-0000-6385		60.00	[REDACTED] 11/05/2024 11/05/2024	24-2221	Cc Sheriff Sop & Bailiff	N
12	05-420-600-0000-6273		5,416.66	WELFARE FRAUD INVESTIGATIONS 10/01/2024 10/31/2024	OCTOBER 2024	Cont Serv - Sheriff - Fraud	N
	203004 CHISAGO COUNTY SHERIFF'S OFFICE		5,536.66	3 Transactions			
13	2178 CHISAGO LAKES COMMUNITY EDUCATION 05-460-310-0000-6401		30.00	AGE WELL EXPO REGISTRATION 10/18/2024 10/18/2024		General Supplies	N

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
2178	CHISAGO LAKES COMMUNITY EDUCATION		30.00	1 Transactions			
15	1263 CHRISTENSON/BRANDIE						
	05-451-430-0000-6335		59.94	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
				10/09/2024 10/30/2024			
14	05-451-470-0000-6844		6.03	TRAVEL EXPENSE-MILEAGE		MECSH Grant Exp	N
				10/09/2024 10/30/2024			
	1263 CHRISTENSON/BRANDIE		65.97	2 Transactions			
	30177 CINTAS CORPORATION						
17	05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE	4209775255	General Administration	N
				10/29/2024 10/29/2024			
17	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE	4209775255	General Administration	N
				10/29/2024 10/29/2024			
17	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE	4209775255	Other Expense	N
				10/29/2024 10/29/2024			
16	05-420-600-0000-6241		7.05	WEEKLY RUG SERVICE	4210500266	General Administration	N
				11/05/2024 11/05/2024			
16	05-430-700-0000-6241		14.10	WEEKLY RUG SERVICE	4210500266	General Administration	N
				11/05/2024 11/05/2024			
16	05-451-430-0000-6800		15.96	WEEKLY RUG SERVICE	4210500266	Other Expense	N
				11/05/2024 11/05/2024			
	30177 CINTAS CORPORATION		73.32	6 Transactions			
	10501 DELL MARKETING LP						
18	05-460-305-0000-6851		8,797.45	REPLACEMENT LAPTOPS	10780589021	HP Grant Expenditures	Y
				11/05/2024 11/05/2024			
	10501 DELL MARKETING LP		8,797.45	1 Transactions			
	1464 DHS MAXIS CASHIER						
19	05-420-610-0000-6001		41.25	AFDC	A300MX13259I	Payments To Recipients	N
				09/01/2024 09/30/2024			
20	05-420-610-0000-6001		7.50	MFIP	A300MX13259I	Payments To Recipients	N
				09/01/2024 09/30/2024			
21	05-420-620-0000-6001		2.50	GA	A300MX13259I	Payments To Recipients	N
				09/01/2024 09/30/2024			
23	05-420-660-0000-5839		576.00	GRH RECOVERIES	A300MX13259I	Grh Rec	N
				09/01/2024 09/30/2024			
22	05-430-741-3430-6051		1,356.17	GRH-IMD	A300MX13259I	Housing Subsidy	N
				09/01/2024 09/30/2024			

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	1464 DHS MAXIS CASHIER		1,983.42		5 Transactions		
24	9213 Dwyer/Samantha 05-430-700-0137-6335		111.03	TRAVEL EXPENSE-MILEAGE 10/03/2024 10/31/2024		Adult Services Travel	N
	9213 Dwyer/Samantha		111.03	1 Transactions			
25	9472 Ensrud/Savanna 05-430-700-0128-6335		124.62	TRAVEL EXPENSE-MILEAGE 10/16/2024 10/29/2024		Child Prot Staff Travel	N
	9472 Ensrud/Savanna		124.62	1 Transactions			
26	9474 Essentia Health Trauma 05-430-700-0128-6240		85.00	CAR SEAT CLASS 11/06/2024 11/06/2024	BELTT.DEE	Child Prot Staff Trng	N
	9474 Essentia Health Trauma		85.00	1 Transactions			
27	9466 Frischmon/Amanda 05-451-470-0000-6335		18.10	TRAVEL EXPENSE-MILEAGE 10/01/2024 10/28/2024		Worker Travel	N
	9466 Frischmon/Amanda		18.10	1 Transactions			
28	4628 HENNIG/MICHELLE K 05-420-600-0000-6241		56.00	NOTARY RENEWAL 10/29/2024 11/04/2024		General Administration	N
28	05-430-700-0000-6241		84.00	NOTARY RENEWAL 10/29/2024 11/04/2024		General Administration	N
	4628 HENNIG/MICHELLE K		140.00	2 Transactions			
29	3540 IHRKE/KELLY 05-430-700-0127-6335		59.54	TRAVEL EXPENSE-MILEAGE 09/11/2024 10/28/2024		Mh Travel	N
	3540 IHRKE/KELLY		59.54	1 Transactions			
30	90012 INDIANHEAD GLASS INC 05-121-000-0000-6850		120.00	WINDSHIELD REPAIR 11/05/2024 11/05/2024	110023821	Op Enhancement Grant Expense	N
	90012 INDIANHEAD GLASS INC		120.00	1 Transactions			
	90061 INNOVATIVE OFFICE SOLUTIONS LLC						

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
32	05-420-600-0000-6401		84.12	SUPPLIES	4681557	General Supplies	N
				10/30/2024 10/30/2024			
32	05-430-700-0000-6401		173.18	SUPPLIES	4681557	General Supplies	N
				10/30/2024 10/30/2024			
32	05-451-430-0000-6401		237.50	SUPPLIES	4681557	General Supplies	N
				10/30/2024 10/30/2024			
31	05-430-700-0000-6401		9.45	SUPPLIES	4681903	General Supplies	N
				10/31/2024 10/31/2024			
90061	INNOVATIVE OFFICE SOLUTIONS LLC		504.25	4 Transactions			
33	3557 ISANTI COUNTY SHERIFFS DEPT 05-420-640-0000-6267		70.00		16840	Other Co Sheriff Sop	N
				10/22/2024 10/22/2024			
	3557 ISANTI COUNTY SHERIFFS DEPT		70.00	1 Transactions			
34	9028 Johanson/Brittany 05-430-700-0134-6335		15.88	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
				10/02/2024 10/24/2024			
35	05-430-700-0137-6335		37.05	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
				10/02/2024 10/24/2024			
	9028 Johanson/Brittany		52.93	2 Transactions			
41	10007 LEXISNEXIS RISK SOLUTIONS 05-420-600-0000-6241		60.00	MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N
				10/01/2024 10/31/2024			
41	05-430-700-0000-6241		90.00	MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N
				10/01/2024 10/31/2024			
	10007 LEXISNEXIS RISK SOLUTIONS		150.00	2 Transactions			
36	5203 LUNDGREN/LISA 05-430-700-0128-6335		102.55	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
				09/03/2024 09/27/2024			
	5203 LUNDGREN/LISA		102.55	1 Transactions			
37	4873 MCKESSON MEDICAL SURGICAL 05-451-440-0000-6435		14.53	PUBLIC HEALTH SUPPLIES	22844109	Public Health Supplies	N
				10/30/2024 10/30/2024			
	4873 MCKESSON MEDICAL SURGICAL		14.53	1 Transactions			

5189 MN DEPT OF HEALTH VITAL STATISTICS

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
38	05-420-640-0000-6264		40.00		3066657	Paternity Costs	N
				10/29/2024 10/29/2024			
	5189 MN DEPT OF HEALTH VITAL STATISTICS		40.00	1 Transactions			
42	05-451-470-0000-6844		440.00	IMH CONSULTANT	10	MECSH Grant Exp	Y
				09/01/2024 09/30/2024			
43	05-451-470-0000-6844		485.00	IMH CONSULTANT	11	MECSH Grant Exp	Y
				10/01/2024 10/31/2024			
			925.00	2 Transactions			
	5278 MSSA						
39	05-430-700-0000-6240		712.00	MSSA AGENCY DUES	2025	Registration Fees	N
				10/28/2024 10/28/2024			
40	05-430-700-0000-6240		4,160.00	MSSA AGENCY BLOCK RATE	2025	Registration Fees	N
				10/28/2024 10/28/2024			
	5278 MSSA		4,872.00	2 Transactions			
	9391 Next Chapter Technology Inc						
44	05-420-640-0000-6402		9,744.00	CASEWORKS CHILD SUPPORT	220-INV0454	Computer Software	N
				10/30/2024 10/30/2024			
	9391 Next Chapter Technology Inc		9,744.00	1 Transactions			
	5649 NORDBY/HEIDI						
45	05-430-700-0134-6335		43.48	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
				09/05/2024 10/23/2024			
46	05-430-700-0137-6335		101.46	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
				09/05/2024 10/23/2024			
	5649 NORDBY/HEIDI		144.94	2 Transactions			
	9393 PETERSON/AMY						
47	05-430-700-0137-6335		187.11	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
				09/10/2024 10/28/2024			
	9393 PETERSON/AMY		187.11	1 Transactions			
	9473 Peterson/Julia						
48	05-430-700-0128-6335		90.84	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
				10/28/2024 10/30/2024			
	9473 Peterson/Julia		90.84	1 Transactions			

LSaumer
11/13/2024 9:28:59AM
5 Health And Human Services

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 7

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
49	8348 PUBLIC HEALTH ACCREDITATION BOARD						
	05-451-430-0000-6827		5,600.00	ANNUAL ACCREDITATION SERVICE	43172	Accreditation Expenditures	N
				11/01/2024 11/01/2024			
	8348 PUBLIC HEALTH ACCREDITATION BOARD		5,600.00	1 Transactions			
50	5138 REEVERTS/LANAY A						
	05-430-700-0129-6335		255.27	TRAVEL EXPENSE-MILEAGE		Cd & Lic Travel	N
				09/18/2024 10/08/2024			
	5138 REEVERTS/LANAY A		255.27	1 Transactions			
51	6682 STEVENS/SELENA						
	05-430-700-0127-6335		208.88	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
				09/05/2024 10/23/2024			
	6682 STEVENS/SELENA		208.88	1 Transactions			
52	7558 SWENSON/MICHELLE						
	05-430-700-0134-6335		9.85	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
				10/10/2024 10/21/2024			
53			22.98	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
				10/10/2024 10/21/2024			
	7558 SWENSON/MICHELLE		32.83	2 Transactions			
54	8929 WEHRENBURG/COURTNEY						
	05-451-430-0000-6335		137.07	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
				09/11/2024 10/28/2024			
55			20.00	TRAVEL EXPENSE-PARKING		Worker Travel	N
				10/08/2024 10/10/2024			
56			107.31	TRAVEL EXPENSE-MEALS		Worker Travel	N
				10/08/2024 10/10/2024			
57			544.92	TRAVEL EXPENSE-LODGING		Worker Travel	N
				10/08/2024 10/10/2024			
	8929 WEHRENBURG/COURTNEY		809.30	4 Transactions			
58	8820 WEIDENDORF/PEGI						
	05-420-600-0132-6335		45.90	TRAVEL EXPENSE-MILEAGE		Accounting Travel	N
				10/01/2024 10/29/2024			
58			74.04	TRAVEL EXPENSE-MILEAGE		Accounting Travel	N
				10/01/2024 10/29/2024			
58			28.13	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
				10/01/2024 10/29/2024			

LSaumer
11/13/2024 9:28:59AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
8820	WEIDENDORF/PEGI		148.07	3 Transactions		
59	8918 WILKINSON/LEIGH					
	05-430-700-0134-6335		39.50	TRAVEL EXPENSE-MILEAGE	DD Worker Travel	N
				10/03/2024 10/30/2024		
60	05-430-700-0137-6335		92.18	TRAVEL EXPENSE-MILEAGE	Adult Services Travel	N
				10/03/2024 10/30/2024		
	8918 WILKINSON/LEIGH		131.68	2 Transactions		
65	9763 ZIERDEN/JESSICA					
	05-430-700-0000-6241		53.55	CLIENT SUPPLIES REIMBURSEMENT	General Administration	N
				10/21/2024 11/01/2024		
61	05-430-700-0128-6335		365.72	TRAVEL EXPENSE-MILEAGE	Child Prot Staff Travel	N
				10/16/2024 11/01/2024		
62	05-430-700-0128-6335		60.00	TRAVEL EXPENSE-PARKING	Child Prot Staff Travel	N
				10/21/2024 11/01/2024		
63	05-430-700-0128-6335		33.90	TRAVEL EXPENSE-MEALS	Child Prot Staff Travel	N
				10/21/2024 11/01/2024		
64	05-430-700-0128-6335		16.69	TRAVEL EXPENSE-RENTAL CAR GAS	Child Prot Staff Travel	N
				10/21/2024 11/01/2024		
	9763 ZIERDEN/JESSICA		529.86	5 Transactions		
5 Fund Total:			42,629.23	Health And Human Services	37 Vendors	75 Transactions
Final Total:			42,629.23	37 Vendors	75 Transactions	

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>
5	42,629.23	Health And Human Services
All Funds	42,629.23	Total

Approved by,
.....
.....

TAB 6

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: November 13, 2024
Re: **November Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your November 20, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Federated Co-ops Bulk Gas Facility CUP
3. Behrent Miller and Samantha Riehm Contracting Business IUP
4. Haven Homes Peaceful Sunrise Final Plat
5. Kelly Jordan Kost Ranch Final Plat
6. 2025 Waste Hauler Recycling Contracts
7. Washington County HHW Reciprocal Use Agreement
8. Lower St. Croix Comprehensive Watershed Management Plan Work Plan
9. East Metro Watershed Education Program EMWREP Agreement

Informational Item(s):

Board of Adjustment and Appeals:

The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, November 26th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday November 25th h 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 Michael & Wendy Kenneally and applicants Kirk Kenneally and Guy Smith are requesting a Variance in order to expand a non-conforming structure (dwelling) which is located closer to the Ordinary High Water Level of West Rush Lake than permitted in the Rural Residential I (RRI) District / Shoreland Management District. The .27± acre subject site is located at 1476 509th Street in Nessel Township, S22, T37, R22 (PID 06.00464.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, December 5th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday December 4th departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owner Garrett Kerkow is requesting an after-the-fact Conditional Use Permit for Major Home Occupation. The proposed business, known as Kerkow Barrel Horses, LLC, will offer horse training and boarding services. The 5± acre subject site is zoned Agricultural (AG) District and located at 19239 310th Street / CSAH 37 in Shafer Township, S33, T34, R19 (PID 08.00330.10).
2. Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson are requesting an after-the-fact Conditional Use Permit for Major Home Occupation. The proposed business, known as North Wind Farm Shelters, LLC, will construct and deliver build-to-order farm use structures. The 13.2± acre subject site is zoned Rural Residential II (RRII) District / Sunrise River Overlay (SO) District / Shoreland Management District and located at 37454 Vibo Trail in Sunrise Township, S29, T35, R20 (PID 09.00314.00).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru October 31st is \$1,168,910 or 126% (+\$243,910) of 2024 budgeted revenue. Demand on inspections services remain strong and our four primary inspections staff are consistently booked throughout the entire workday. Of note, a large scale three building/130 unit apartment complex construction project in Chisago City is slated to begin construction in Nov./Dec.

Final draft Zoning, Subdivision, and Shoreland Ordinance revisions are reviewed and being assembled for the December meeting cycle of the County Board. If you have any questions or inquiries inspired during review of earlier distributed copies, please do not hesitate to contact the Department. Presentation for adoption in December is anticipated.

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

**CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
November 7, 2024**

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, November 7, 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, Eric Leivian, John Sutcliffe, Chris DuBose, and Jolene Wille. Absent: Chip Yeager (excused). A quorum was established. Also present: Ex Officio County Commissioners Rick Greene and Dan Dahlberg.

Approval of Agenda – Director Schneider requested that the Planning Commission add two items to the agenda, including a recently adopted ordinance relating to the regulation and registration of cannabis retail businesses and lower-potency hemp edible retailer businesses and discussion about public notice requirements as part of the Zoning Ordinance update. **Motion** by DuBose to approve the agenda as amended; second by Sutcliffe. The **motion passed** 6-0.

Approval of Minutes – **Motion** by Sutcliffe to approve the October 3, 2024, regular meeting minutes as presented; second by Whitney. The **motion passed** 6-0.

Receive all Materials and Submittals into Record – **Motion** by DuBose to accept all materials and submittals into the record, including written testimony from James and Dorothy Notsch of 42996 Daisy Avenue, Fish Lake Township for the requested After-the-Fact Interim Use Permit (agenda item 6b), Chisago County Ordinance #2024-1107-1, an ordinance relating to the regulation and registration of cannabis retail businesses and lower-potency hemp edible retailer businesses, and supplemental information for the discussion about public notice requirements; second by Sutcliffe. 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

Kale Wolff and Federated Co-ops, Inc. – Coordinator Gervais provided background on the request for the approval of 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 were located at 18397 St. Croix Trail / TH95 in Shafter Township, S9, T34, R19 (PIDs 08.00099.00 and 08.00095.00).

Gervais shared that property owner Kale Wolff and applicant Federated Co-ops, Inc. were seeking approval to locate two 30,000-gallon LP gas storage tanks on two parcels in the Rural Village Center (RVC) District. Gervais noted that, under Zoning Ordinance Section 4.05 Essential Services and Transmission Services, this was a permitted use with the issuance of a Conditional Use Permit. Gervais continued by reviewing details of the subject site noting that the north parcel appeared to have four access points from St. Croix Trail / TH 95 but did not have direct access to the roadway being that an adjacent parcel was situated between the subject site and the roadway. Staff was under the impression that the applicant was negotiating the purchase of or was in the process of purchasing land from the adjacent property owner, including the strip between the subject parcels and St. Croix Trail / TH 95. Gervais shared that the other two properties within the RVC District were developed

with dwellings and related detached accessory structures. The other surrounding properties were located within the Agricultural (AG) District and appeared to be developed for residential use and or used for agricultural purposes. Gervais provided detail of the proposed use, sharing that Federated Co-ops, Inc. had one 30,000-gallon tank already located in Amador Township and was proposing to relocate this tank to the subject site and add a second 30,000-gallon tank at the same time. The site would serve as a propane gas bulk plant storage and loading facility. The facility would be designed and used to receive propane gas by truck transport and to load trucks for local propane deliveries to residential, commercial, and agricultural customers in the surrounding area. Gervais reviewed the application materials at length including details about construction, construction timeline, lighting, and the location of the tanks and their setbacks from the roadway and adjacent property boundaries.

The Technical Review Committee met with Mark Grave of Federated Co-ops, Inc. on October 9, 2024. The group discussed access to St. Croix Trail / TH 95 and the applicant's efforts to acquire land between the subject site and the roadway, and the proposed use of downcast LED Lighting. The Committee did not identify any immediate concerns. The Shafer Town Board considered the request at its October 10, 2024 meeting. While the Town Board did not specifically note on the Township Presentation Form whether it offered a recommendation of approval or denial, the Town Board commented that the applicant should install downcast lighting and meet with fire departments to review the emergency plan. The State mandated review period was scheduled to expire on November 29, 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. Gervais noted that the recommended conditions of approval did not include any conditions related to screening of the proposed use from adjacent properties. While staff recognized that the proposed tanks would be difficult to screen, Gervais suggested that the Planning Commission may wish to address screening of other potential impacts, such as headlight wash.

Chair Wille invited the applicant to address the Planning Commission. Tim Loescher, Location Manager for the Osceola, WI facility, was present on behalf of Federated Co-ops, Inc. but had no additional information to offer. McCarthy inquired if Federated Co-ops, Inc. had any intention to expand the proposed use in the future. Loescher stated that it would be unlikely that the use would expand beyond the two proposed 30,000-gallon tanks.

Chair Wille opened the public hearing and sought comment.

John Schmalz of 30619 Shady Avenue, Shafer Township shared that he served on the Shafer Town Board and the Town Board had indeed recommended approval of the proposed Conditional Use Permit. Schmalz added that he believed the proposed use would be a good fit in the area and a good use of the property.

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

McCarthy commented that historically the subject site had been a commercial area, and he didn't believe that screening would be necessary as the proposed use was low intensity. McCarthy also noted that the Almelund location did not have screening.

Motion by DuBose to adopt Resolution No. PC2024-1101, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township, as presented; second by Whitney. The **motion passed** 6-0.

Recommended Conditions:

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.
7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.
8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term "significant expansion or intensification" may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of "residential" tanks.

Behrant Miller & Samantha Riehm – Coordinator Gervais provided background on the request for the approval of an after-the-fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on 40± acres in the Agricultural (AG) District. The business was known as East Central Masonry, LLC and the subject site was located at 42895 Daisy Avenue in Fish Lake Township, S35, T36, R22 (PID 03.00538.00).

Gervais shared that the subject site had been developed with a dwelling and multiple detached accessory structures and noted that all structures were generally situated in the northwest corner of the subject site. Gervais spoke briefly about the subject site, indicating that it was located in the AG District and surrounding parcels ranged significantly in size from five acres to nearly 100 acres, with the majority of properties currently used for residential and/or agricultural purposes. Gervais reviewed the application materials sharing that Miller was a masonry contractor and chimney sweep, specializing in chimney restoration and repair. Business activities included fireplace restoration and repair, masonry related to new residential and commercial construction, residential and commercial construction, residential and commercial masonry repair, and fireplace and stove installations. The application also included details on employees, scope of business activity, hours of operation, buildings and structures, materials and equipment stored on-site, trash disposal, setbacks from neighboring properties, and visual screening.

The Technical Review Committee met with property / business owner Behrant Miller on October 9, 2024. The group discussed the business, possible methods and the purpose for screening, and, given that the written narrative described use of a conex box for storage of supplies and tools, staff noted that the County currently prohibited the use of shipping containers. The Committee did not identify any other immediate concerns. The Fish Lake Town Board considered the request at its October 14, 2024 meeting and recommended approval with no conditions or comments. The State mandated 60-day review period was scheduled to expire on November 29, 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. Gervais noted that, in an effort to address potential negative impacts to surrounding properties / property owners, the recommended conditions of approval included the establishment of hours of operation, limiting the timing of deliveries, and additional screening measures. In regard to screening, Gervais pointed out that staff had provided two options for the Commission's consideration (recommended condition nos. 5c and 5d).

Chair Wille invited the applicant to address the Planning Commission. Property / business owner Behrant Miller was present and addressed the Planning Commission. Having obtained cost estimates for screening trees, Miller stated that the cost of planting six-foot tall trees would be \$35,000. Miller referenced the November 6, 2024 site visit explaining that the majority of materials on-site were not for his personal business but were instead excess materials he received from his full-time job for personal use. Miller shared that he worked full-time for a masonry business and he received free materials which were left-over from jobs and he then sold these materials. Miller added that about 15% of the items on-site during the Planning Commission's visit were for his personal business and the remainder were for his personal use. DuBose asked the applicant about his future plans for storage of materials, referencing that Miller had indicated that he intended to move the materials below the first retaining wall (east of the existing storage yard and structure E on the site map). Miller responded that his goal was to relocate the materials from their current location to the area east of / below the retaining wall. DuBose followed up by asking how Miller intended to use the existing storage yard after the materials were relocated. Miller stated that the existing storage yard had been graded and could be used for as a building site for a pole building in the future. Miller added that he had no intention of building a pole building but it may make the property more marketable. Miller added, in regard to the conex box, that he decided to remove it from the property. Miller shared that, when the proposal was written, the site work hadn't been completed and, now

that it was done, it no longer made sense to keep the conex box. McCarthy asked if the conex box was intended to be for temporary use. Miller responded in the affirmative. McCarthy explained that the County was considering allowing the use of storage containers as part of the Zoning Ordinance update and Miller may have the opportunity for such use if the Ordinance was adopted as recommended by the Planning Commission and he was able to meet all requirements. McCarthy referenced written testimony received from James & Dorothy Notsch which, among other things, expressed concern about concrete washout and he requested more information from Miller on this issue. Miller said that his work didn't produce any washout. Miller explained his process for the small-scale concrete casting and how he did everything the same day and the small quantity of concrete was mixed in a wheelbarrow. McCarthy stated that he had concerns with the retaining wall and noted that a wall of that size, being greater than four feet in height, would require a building permit. Miller explained that he believed a building permit was only necessary if the wall was over six feet in height, adding that he would apply for a building permit if necessary. Whitney asked Miller if, prior to applying for the IUP, he had intended to plant trees for screening. Miller answered that he had intended to plant trees and had recently ordered a large quantity of trees. Miller shared that a few years ago he had planted 265 Norway Spruce saplings but, due to two years of drought, they had all died. For purposes of screening for the proposed IUP, Miller added that he intended to hire a landscaping company to plant the trees. Whitney asked if the semi-trucks, which were cited in written testimony, were related to his personal masonry business. Miller responded that semi-trucks had never been used to deliver materials for his business and the most recent semi-truck delivery was for his bee keeping equipment. Leivian asked Miller if the bricks on-site were for his personal business. Miller responded that only approximately 500 of the 6,000-8,000 bricks on-site were owned by East Central Masonry / his personal business. Miller reiterated that he worked full-time for a commercial masonry outfit and he received excess materials.

Chair Wille opened the public hearing and sought comment.

Lochlan Stuart of 42395 Daisy Avenue, Fish Lake Township stated that she was speaking on behalf of James & Dorothy Notsch of 42996 Daisy Avenue, Fish Lake Township. Stuart shared that they had reviewed the staff report and draft resolution with recommended conditions of approval, and they wanted to share some concerns that had not been addressed. The first concern that Stuart shared was that the Notsch's wanted a clear understanding of the commercial operations which could take place on the property. Stuart mentioned that the Notsch's had observed many semi-trucks entering and leaving the property and they believed the activity to be commercial in nature as the trucks were loaded with fill and concrete blocks. Stuart added that the Notsch's requested that it be made clear to Miller that the IUP, if approved, would be specific to Miller and no other person or business would be allowed to conduct commercial activity on his property. For purposes of screening, Stuart noted that the Notsch's proposed that Miller install a 100' x 100' privacy fence along the property boundaries as it would provide sufficient screening and would be significantly cheaper than installing trees. Stuart concluded by stating that the Notsch's were supportive of Miller's business and hoped that neighborly relations would improve.

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

DuBose referenced the November 6, 2024 site visit noting that he believed the materials were set far enough back from the road and, with Miller's intent to move the materials below the retaining wall, he believed the applicant's visual screening plan to be sufficient for purposes of screening. Chair Wille sought clarification from DuBose, asking if he supported the planting of 2' tall trees as part of recommended condition no. 5 as opposed to staff's recommendation of 6' tall trees. DuBose responded in the affirmative. Whitney agreed with DuBose's statement and, in an effort to address the Notsch's concern, suggested that there was already sufficient screening based on distance from the road. Whitney added that, based on the applicant's testimony, most of

the materials on-site weren't related to the IUP but were instead for the applicant's personal use. McCarthy commented that a fence would be an easier screening option for Miller because the fence could go right up against the storage yard as opposed to planting hundreds of trees. McCarthy added that he would support a condition requiring an after-the-fact building permit for the existing retaining wall. Leivian asked if the retaining wall was within the scope of the Planning Commission's review of the request for IUP and if the Planning Commission was able to comment on the retaining wall and/or add conditions related to the retaining wall. DuBose responded that a building permit was required either way, whether it was included as a condition of approval or not. McCarthy noted that Miller and staff were aware of the issue and he felt comfortable that it would be resolved.

Motion by DuBose to adopt Resolution No. PC2024-1102, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of an Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township, as presented with the exception that recommended condition nos. 5c and 5d be eliminated and replaced by the applicant's "visual screening plan"; second by Whitney. The **motion passed** 6-0.

Recommended Conditions:

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25, 2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.
3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
 - a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
 - b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
 - c. The permit holder shall install screening in accordance with the Visual Screening Plan dated received September 25, 2024 and kept on file with the Department of Environmental Services, as follows:
 - i. Two staggered rows of 2' tall white pine trees planted no greater than 13' apart adjacent to Daisy Avenue (between the north driveway and 430th Street) and 430th Street (between Daisy Avenue and existing tree cover), with an approximate quantity of 100 trees.

- ii. Two staggered rows of bareroot black walnut trees planted no greater than 14' apart adjacent to the north driveway and north boundary of the storage lot, with an approximate quantity of 52 trees. Trees tubes shall be utilized to aid in the growth of these trees.
 - iii. Screening shall be fully installed within one year of the date of Interim Use Permit approval.
6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.
 7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow storage containers and the use complies with all established requirements.
 8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
 9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
 10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled “D” on the approved site plan, and the construction of this addition shall be allowed with this approval so long as it’s constructed in compliance with all applicable codes and regulations.
 11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Public Hearings – Continued Hearings

None

Old Business

None

New Business

2025 Planning Commission Meeting Schedule – Motion by Whitney to adopt the Chisago County Planning Commission 2025 Meeting Schedule as presented; second by DuBose. The **motion passed** 6-0.

Chisago County Ordinance Relating to the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses – Director Schneider provided the Planning Commission with a copy of the recently adopted Chisago County Ordinance #2024-1107-1, an ordinance relating to the regulation and registration of cannabis retail businesses and lower-potency help edible retailer businesses. Schneider informed the Planning Commission that the ordinance included Subsection 2.1 which provided minimum setback requirements from various uses, such as schools, daycare facilities, places of worship, and others, and

suggested that the setbacks be incorporated into the draft Zoning Ordinance. The Planning Commission discussed the ordinance at length and agreed by consensus to include the setback requirements in the draft Zoning Ordinance.

Public Notice Discussion / Recommendation – Director Schneider explained that the Planning Commission had previously recommended an increased public notice requirement for Conditional Use Permits and Interim Use Permits as part of the Zoning Ordinance update, and shared that staff had concerns with this recommended increase. Schneider provided the Planning Commission with a summary of statutory requirements, current Zoning Ordinance requirements, draft Zoning Ordinance requirements, and staff's recommendations. Schneider noted that the current Zoning Ordinance followed the statutory requirement (1/4 mile or 10 nearest properties, whichever was greater) and the Planning Commission's recommended notification requirement (1.5 miles or 10 nearest properties, whichever was greater) far exceeded the statutory requirement. Schneider explained that, as recommended by the Commission and depending on the exact location, the County could potentially be required to provide notice to an entire city which would be extremely costly. Schneider offered a recommendation to continue to follow the statutory requirement of 1/4 mile but require that the 20 nearest properties receive notification rather than the 10 nearest properties. The Planning Commission discussed staff's concerns and agreed by consensus to amend their recommendation in accordance with staff's recommendation of notices for Conditional Use Permits and Interim Use Permits being sent to all property owners within ¼ mile or the 20 nearest properties, whichever was greater.

Communications and Reports

County Board Liaison Reports – County Commissioner Greene stated that the recently adopted ordinance relating to the regulation and registration of cannabis retail businesses was provided to all Chisago County Townships and Cities. Greene inquired when the County Board would receive final drafts of the Zoning, Subdivision, and Shoreland Management Ordinances for consideration and adoption. Schneider responded by sharing that staff had two meetings scheduled with the consultant for the week of November 11, 2024 to review the final drafts and resolve any outstanding issues, and he was hopeful that final drafts would be presented to the County Board in December. Greene shared that, at a recent Township meeting, some Townships had expressed concerns with driveways being installed in relation to Conditional Use Permits and Interim Use Permits. The Townships had shared that citizens would receive their CUP or IUP and start building without a driveway in place. Greene acknowledged that some Townships said that the driveway permit process was working well and others were stating that there was no communication. DuBose asked if there was verbiage on the building permit application indicating that the applicant had to verify driveway requirements with the Township. Greene asked if a condition of approval could be added to CUPs and IUPs requiring that the applicant work with the Township on the driveway permitting process. Chair Wille asked Greene if this issue related specifically to CUPs and IUPs or to all new construction. Greene responded that it related to CUPs, IUPs, and new construction. McCarthy shared that, as it related to Sunrise Township, things were lagging too much and driveways were not being assigned house numbers because the permit didn't go to the Township soon enough. DuBose suggested that the Planning Commission could make the driveway permit a standard condition of approval for CUPs and IUPs. Director Schneider stated that he appreciated the discussion and he believed the first step would be to speak with the Townships to learn more about their concerns. Schneider reviewed the current process, explaining that an address was assigned to a property prior to issuance of a building permit and noted that every Township had different driveway and driveway permitting requirements. Schneider noted that, in the past, the Department of Environmental Services had collected driveway permit fees for the Townships and this process was currently in the process of changing, requiring that the Townships administer their own driveway permitting processes. Schneider stated that this discussion was a good reminder to consider access to a property when considering CUP and IUP requests. Sutcliffe stated that it was his understanding that the County collected fees for driveways and E911 signs in Nessel Township. Schneider informed Sutcliffe that the transition, if it had not already taken place, would be taking effect at some point in the near future. DuBose

suggested letting applicants know that they would need to check with their respective Township prior to building. Whitney commented that there was already a standard condition of approval which stated that the permit holder would be required to follow all applicable codes, noting that the Planning Commission could add driveways to this same condition. Sutcliffe asked if, through the building permit process, it could be a requirement to have the driveway installed prior to issuance of the building permit. Schneider stated that it could possibly be added as a step during the building permit intake process and noted that this may become easier with the upcoming implementation of an online permitting program. Chair Wille asked if the Townships were discussing driveway concerns with applicants during the Township meetings required for all CUPs and IUPs. Audience member John Schmalz, representing the Shafer Town Board, addressed the Planning Commission and noted that a couple of houses were recently built without the necessary driveway permits and, from his experience, driveways were not always constructed to Township specifications. Schmalz asked if it would be possible to withhold Certificates of Occupancy until driveways were approved by the Townships. Schneider responded that, with the new online permitting program, there would be various ways to ensure that the driveway issue was addressed. Sutcliffe asked how the Townships would collect money for the driveways, E911 signs, and mailboxes. In response, Schmalz shared Shafer Township's process. Sutcliffe stated that Nessel Township followed the same process, but the County collected the money. Schneider provided insight stating that a system would need to be created by the Township.

Miscellaneous

None

Motion by DuBose to cancel the special work session scheduled for November 21, 2024; second by Sutcliffe. The **motion passed** 6-0.

Adjourn Meeting – Motion by DuBose to adjourn the meeting; second by Leivian. The **motion passed** 6-0. The meeting adjourned at 8:26 PM.

Jolene Wille
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 7
Title of Item for Consideration: Kale Wolff and Federated Co-op Conditional Use Permit - Bulk Gas or Fuel Facility	
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 Kale Wolff and applicant Federated Co-op are requesting a Conditional Use Permit (CUP) to allow a Bulk Gas or Fuel Facility on 2.95 acres in the Rural Village Center (RVC) District. The subject property is located at the 18397 St. Croix Trail/TH 95 in Shafer Township (PID #08.00099.00 & 09.00095.00). At their meeting of November 7, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Conditional Use Permit with conditions, per Resolution No. PC2024-1101. 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 November 29, 2024. Among the options for the County Board at tonight's meeting are the following: • Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form; • Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval); • The County Board may continue consideration of the request within an extended 120-day period. Notice should be provided 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 Federated Co-ops Conditional Use Permit (CUP) to allow a Bulk Gas or Fuel Facility on 2.95 acres in the Rural Village Center (RVC) District. The	

subject property is located at the 18397 St. Croix Trail/TH 95 in Shafer Township (PID #08.00099.00 & 09.00095.00). The following is the suggested language for the motion:

“Move to Approve Resolution No. 24/1120____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Federated Co-ops Conditional Use Permit (CUP) to allow a Bulk Gas or Fuel Facility on 2.95 acres in the Rural Village Center (RVC) District. The subject property is located at the 18397 St. Croix Trail/TH 95 in Shafer Township (PID #08.00099.00 & 09.00095.00).”

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

Budget/Financial Implications: None.

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

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Conditional Use Permit for Bulk Gas or Fuel Facility
 18397 St. Croix Trail / TH 95, Shafer Township
 DATE: November 7, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing a Bulk Gas or Fuel Facility in the Rural Village Center (RVC) District.

SITE & APPLICATION INFORMATION

Property Owner(s): Kale Wolff
 Applicant(s): Federated Co-ops, Inc.
 General Location: 18397 St. Croix Trail / TH 95
 Shafer Township
 Section 9, Township 34, Range 19
 PIDs: 08.00099.00 and 08.00095.00
 Property Area: 2.95± Acres Combined
 Current Zoning: Rural Village Center (RVC) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 East: Agricultural (AG) District
 West: Rural Village Center (RVC) District / Agricultural (AG) District
 Date Application Received: September 24, 2024
 Date Application Complete: September 30, 2024
 60-Day Review Period: November 29, 2024

BACKGROUND

Property owner Kale Wolff and applicant Federated Co-ops, Inc. have applied for a CUP for Bulk Gas or Fuel Facility in order to locate two 30,000-gallon LP gas storage tanks on two parcels in the Rural Village Center (RVC) District. The north parcel, identified as 08.00099.00, is 1.60± acres in size and the south parcel, identified as 08.00095.00, is 1.35± acres in size for a combined total of 2.95± acres.



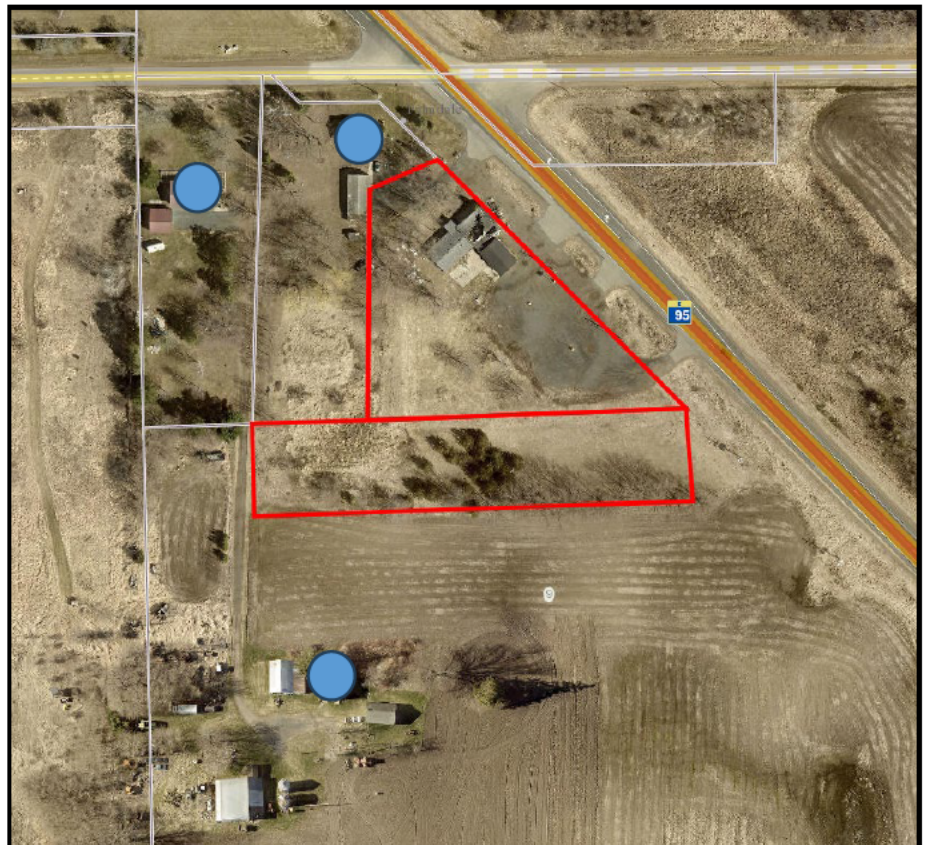
Zoning Ordinance Section 4.05 (Essential Services and Transmission Services) states that Bulk Gas and Fuel Facilities are allowed in all of the County's zoning districts with issuance of a Conditional Use Permit. In addition to the standard CUP application submittal requirements outlined in Zoning Ordinance Section 8.04 (Conditional Use Permits), Section 4.05 identifies additional application submittal requirements specific to Essential Services and Transmission Services.

SITE ANALYSIS

The approximate 2.95±-acre subject area is located southwesterly of the intersection of St. Croix Trail / TH95 and 350th Street / CSAH 21 in Shafer Township. The two subject parcels currently account for two of four parcels located in this particular RVC District and they're otherwise surrounded by the AG District.

Topography of the subject parcels includes fairly level elevations ranging from 934' to 939' with sparse tree cover and no identified wetlands. Being that the site was previously developed for commercial purposes, the north subject parcel features nearly one-half acre of surfaced parking, with the balance of the parcel and the entire south parcel being covered by natural vegetation. The north parcel appears to have four access points from St. Croix Trail / TH 95; however, staff notes that the parcel / subject site does not have direct access to the roadway being that an adjacent parcel (PID 08.00094.00) is situated between the subject site and the roadway. It's staff's understanding that the applicant is currently negotiating the purchase of or is in the process of purchasing land from the adjacent property owner (land from PID 08.00094.00), including the strip between the subject parcels and St. Croix Trail / TH 95.

The two subject parcels are currently vacant but, historically, the north parcel was the site of the former CJ's Bar & Grill. The other two parcels within this RVC District are currently developed with dwellings and related detached accessory structures and all other surrounding properties, being within the AG District, appear to be developed for



residential use and/or used for agricultural purposes. The blue dots on the adjacent image represent the three closest dwellings.

PROPOSAL ANALYSIS

Applicant Federated Co-ops, Inc. currently has one 30,000-gallon tank located at 15645 375th Street / CSAH 11 in Amador Township, which is at the southwesterly corner of 375th Street / CSAH 11 and St. Croix Trail / TH 95 in Almelund. This site is located within the Commercial / Limited Industrial (CLI) District. The County granted a CUP for this use in August 1997 and, shortly thereafter, the Department of Environmental Services issued a building permit for the installation of the tank. Since 1997, the Almelund site has been further developed by the property owner for commercial / outdoor storage purposes by way of a CUP granted in December 2006.

Federated is now proposing to relocate the Almelund tank to the two subject parcels and add a second 30,000-gallon tank. The site will serve as a propane gas bulk plant storage and loading facility. The facility will be designed and used to receive propane gas by truck transport and to load trucks for local propane deliveries to residential, commercial, and agricultural customers in the surrounding area.

The application materials offer the following details:

- Construction Details –
 - Two sets of concrete piers and a common footing will be poured, and the two 30,000-gallon tanks will be placed onto the piers. The applicant has provided sketches of the footing and piers for reference.
 - A bobtail loading bulkhead with dual filling design will be installed along with all necessary equipment.
 - Once the plant is fully assembled, a security fence will be installed around the head end of the tanks and the bulkheads.
 - The tanks will be painted, and logos will be applied.
 - All required safety, warning, and communication signage will be installed along with proper locking devices.
 - Electrical service and lighting will be installed.
 - The site will be excavated / landscaped to provide proper drainage, aesthetics, safety and functionality for truck transportation. Given that the site is relatively level, very little grading will be required.
 - The facility will be designed and built to comply with all National Fire Protection Association (NFPA) guidelines as well as all State and local codes, regulations, and requirements.

- Construction Timeline – The applicant has provided an estimated timeline showing that construction of the proposed facility could begin shortly after County Board approval of the requested CUP. Pending building permit issuance and optimal conditions, the construction project could be complete by the end of 2024. The applicants reports that a facility of this size can be completed within 2-3 weeks.
- Lighting – The applicant has provided a lighting plan. The plan indicates that minimal lighting is needed given that the trucks are equipped with lights which are used during loading and unloading. The plan includes the use of an existing 17' light pole. The pole will be retrofitted with two 150-watt LED type flood light fixtures, one on the westerly side of the pole and one on the easterly side. The westerly light will face down to illuminate the area below and to the west of the light pole. The easterly light will be articulated down and toward the tanks, illuminating the area from the pole to the tanks as well as the northern side of "tank #1". The lights will have sensors and be activated dusk to dawn. The existing 17' light pole is shown on the attached lighting plan.
- Location of Tanks and Setbacks – The applicant has provided a site plan showing that the proposed tanks will be located in the southeasterly corner of the subject site, primarily situated on the southern parcel and slightly situated on the northern parcel. Because the tanks are shown to be situated on the shared property boundary of the two subject parcels, staff has included a recommended condition of approval which requires that the two parcels be combined prior to submission of a building permit application. The site plan shows that the tanks will be located 60' from the easterly property boundary / 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and more than 200' from the northerly and west property boundaries. Staff notes that the RVC District currently has limited setback requirements, with no required setback from the State highway, a 10' side yard setback, and 30' rear yard setback.

Zoning Ordinance Section 4.05 (Essential Services and Transmission Lines) allows Bulk Gas or Fuel Facilities in all zoning districts with issuance of a CUP. In addition to general CUP application submittal requirements, Section 4.05 identifies a number of supplemental application requirements. Staff notes that this Section is primarily focused on Transmission Lines and not the proposed use; however, the applicant has provided the County with all applicable information, including:

- Location maps;
- List of all property owners within 350';
- Construction plans; and
- Facility management plan with emergency response plan

Staff notes that the emergency response plan provided by the applicant is for another facility and provided as an example. The applicant intends to create a unique plan for the subject site when the facility is built.

Section 4.05 does not provide any required performance standards specific to Bulk Gas or Fuel Facilities.

REVIEW PROCESS

The Technical Review Committee met with Mark Grave of Federated Co-ops, Inc. on October 9, 2024. The group discussed access to St. Croix Trail / TH 95 and the applicant's efforts to acquire land between the subject site and the roadway, and the proposed use of downcast LED lighting. The Committee did not identify any immediate concerns.

The Shafer Town Board considered the request at its October 10, 2024 meeting. While the Town Board did not specifically note on the Township Presentation Form (see attached) whether it offered a recommendation of approval or denial, the Town Board did comment that the applicant should install downcast lighting and meet with fire departments to review the emergency plan. Staff notes that these suggested conditions have been incorporated in the recommended conditions of approval.

The application was submitted on September 24, 2024 and deemed complete on September 30, 2024. The State mandated 60-day review period will expire on November 29, 2024.

Being that the subject site will gain access from a State highway, County staff made multiple attempts to discuss the proposed use with the Minnesota Department of Transportation (MnDOT) and receive comment for the Planning Commission's consideration; however, no comment had been received from MnDOT prior to completion of the staff report.

WRITTEN TESTIMONY

No written testimony was received upon completion of the staff report.

FINDINGS OF FACT

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

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The Chisago County Comprehensive Plan does not directly address the proposed use; however, the Zoning Ordinance (development policy) suggests that the proposed use of Bulk Gas or Fuel Facility is an essential service and allows this use in all of the County's zoning districts with issuance of a Conditional Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i> |

- Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
- Finding #2 *The proposed use of Bulk Gas or Fuel Facility is not a residential use and will therefore not require or create demand on such services / amenities as parks or schools. And, as a non-retail use, it won't require such services / amenities as sanitary facilities or off-street parking for customers. Access to the subject site will be gained from a well-established and well-maintained State highway (St. Croix Trail / TH 95) which the County believes can accommodate any amount of traffic generated from the proposed use. Therefore, the County finds that the proposed Bulk Gas or Fuel Facility use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *The subject site is located within the County's Rural Village Center (RVC) District, a district with the stated purpose of providing areas that will allow for retail and service businesses. While the subject site is adjacent to three properties – to the northwest, west, and south – which are developed with dwellings and used for residential purposes, it appears, based on aerial imagery, that the proposed bulk tanks will be located approximately 400' from the closest of these dwellings and as much as approximately 580' from the farthest of these dwellings. The undeveloped land to the east appears to include a significant amount of wetland with the remaining high land being used for agricultural purposes. The County finds that the proposed use is reasonably distanced from adjacent development and land to mitigate any potential negative impacts.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Bulk Gas or Fuel Facility use will include two 30,000-gallon LP gas storage tanks. While these tanks will have a commercial / industrial appearance, due to intended purpose, size and scale, the County finds that the subject site is suitable and appropriate for this particular use. The site gains access from a well-traveled State highway (St. Croix Trail / TH 95) and its zoned Rural Village Center (RVC) District which is intended for retail and service businesses. Further, as a non-retail business which is intended to be a storage and loading facility and based on the application materials, the County finds that the subject site will remain substantially unchanged from present conditions. Therefore, the County finds that the proposed use will not*

have an appearance that will have or create adverse impacts to adjacent properties.

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Essential Services and Transmission Lines, including Bulk Gas or Fuel Facilities, as a Conditional Use in all zoning districts. Further, the subject site is zoned Rural Village Center (RVC) District which the Zoning Ordinance states is intended for retail and service businesses. Given that the Zoning Ordinance identifies the proposed use as an essential service and the subject site is intended for service businesses, the County finds that the proposed use is compatible with the overall land use goals of the County.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site gains access from the well-established, well-maintained, and well-traveled St. Croix Trail / TH 95. Further, the subject site is located on a straight section of roadway which affords drivers entering and exiting the site with unobstructed views of the roadway and traffic and, conversely, other drivers on the road will have unobstructed views of Bulk Gas or Fuel Facility related vehicles entering and exiting the subject site. Further yet, the proposed use is not retail or commercial in nature, which would otherwise produce customer traffic, and is believed to produce minimal Bulk Gas or Fuel Facility related traffic. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion. The County notes that the Minnesota Department of Transportation, serving as Road Authority, did not provide the County with any comment on the proposed use prior to the November 7, 2024 public hearing.*

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

Finding #8 *The proposed Bulk Gas or Fuel Facility use will feature two 30,000-gallon LP gas storage tanks intended for liquid propane gas storage and to be used as a loading facility. Through implementation of conditions pertaining to glare, appearance and hours of operation, the County finds that any potential negative impacts associated with glare, appearance, and noise can be mitigated so as to prevent adverse impacts to nearby properties. These conditions are intended to address the appearance and on-going*

maintenance of the tanks, as well as any noise or disruption associated with any use-related traffic.

STAFF RECOMMENDATION

Staff believes that the proposed Conditional Use Permit 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 CUP with draft Findings of Fact (see above) and recommended conditions (see below) and has prepared a resolution for the Commission's consideration.

Staff notes that the recommended conditions of approval do not include any conditions related to screening of the proposed use from adjacent properties. Staff recognizes that the proposed tanks would be difficult to screen; however, the Planning Commission may wish to address screening of other potential impacts, such as headlight wash. If the Commission believes that screening measures are appropriate and warranted, the Commission should further discuss specifications for such screening.

Recommended Condition(s):

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.

7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.
8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term "significant expansion or intensification" may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of "residential" tanks.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(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 proposed Conditional Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day**

extension of the review period being that the initial 60-day review period expires on November 29, 2024.

4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1101, a resolution recommending approval of a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials
 - a. Application
 - b. Written narrative
 - c. Survey
 - d. Site plan
 - e. Lighting plan
 - f. Construction plans
 - g. Construction timeline
 - h. Property owners within 350'
 - i. Facility Management Plan
 - j. Sample Emergency Action Plan
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2024-1101



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 24-1966

Township Shafer S/T/R 09/034/019 PID# 08.00099.00 & 08.00095.00

Project Address 18397 St. Croix Trail

Property Owner(s) Kale Wolff

Mailing Address (If Different from Project Address) [REDACTED]

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Federated Co-ops Inc. Bob Nelson

Mailing Address (If Different from Project Address) [REDACTED]

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) Requesting a Conditional Use Permit

to construct a propane distribution facility. The facility will consist of 2 - 30,000 gallon tanks with
loading and unloading capabilities.

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

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

Robert Nelson
Applicant Signature

9.24.2024
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	Application Received <u>9-24-24</u>
Recording Fee	Application Complete <u>9-30-24</u>
Plat Fee — No Road(s) / With Road(s)	60/ 120 Day Review Period <u>11-29-24</u>
Septic Compliance Fee	Extended Review Period
Wetland Fee	
TOTAL FEE	

Fee for 7-30-24 rezoning applied to CUP



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Shafer S/T/R 09/034/019 PID# 08.00099.00 & 08.00095.00

Project Address 18397 St. Croix Trail

Property Owner(s) Kale Wolff

Mailing Address (if Different from Project Address) [REDACTED]

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Federated Co-ops Inc. Bob Nelson

Mailing Address (if Different from Project Address) [REDACTED]

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) Requesting a Conditional Use Permit

to construct a propane distribution facility. The facility will consist of 2 - 30,000 gallon tanks with loading and unloading capabilities.

Robert Nelson
Applicant Signature

9.24.2024
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 _____ Date of Township Presentation 10-10-24

Township Action Taken (Township Use Only)

☐ Recommendation of Approval

☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Down East Lighting - Meet with Fire DEPTS. for Emergency Plan

Signatures of Township Officials or Authorized Personnel

[Signature] [Signature]
[Signature] _____

OVERVIEW

Federated Coops Inc is a members owned cooperative. We provide energy, agricultural and retail products for thousands of customers in our trade territory. Our roots in the area go back to the early 1900's. The Chisago Lakes Cooperative was one our earliest member co-ops and we have retained a very strong customer base in Chisago County. In order to meet the growing propane demands of this community in a timely and economic fashion we need to upgrade our current propane storage capacity and functionality. With this in mind, we are requesting a conditional use permit to do the following:

Federated Co-ops intends to purchase land parcels from Kale Wolff. (The old Palmdale bar sites) We would then relocate 1 - 30,000 gallon Lp gas storage tank from our site in Almelund MN to the new site in Taylors Falls MN (Palmdale). We would tie in a second 30,000 gallon storage tank and all the required appurtenances to construct a propane gas bulk plant storage and loading facility. The facility will be designed and used to receive propane gas by truck transport and to load Bobtail trucks for local propane deliveries to residential, commercial and agricultural customers in the surrounding area.

BASIC CONSTRUCTION PLAN

We will dismantle the piping, fencing and related infrastructure at the Almelund site. This site operates under a Chisago County conditional use permit that would no longer be needed.

Two sets of concrete piers and a common footing would be poured at the Palmdale site. (footing and pier diagrams included). A crane will be used to remove the Almelund tank. The crane and crew will move to the Palmdale site and the tank will be placed onto the new piers. A second tank will arrive on site and will also be placed onto the piers. Once the tanks are set, the following will be constructed:

Tank fittings and Transport unloading:

Two complete tank fittings packages that will include Rego relief valves, internal valves, excess flows, etc. a 3" x 2" transport unloading bulkhead will be installed. The necessary predictable sheer points with ACME fittings, caps, globe valves, emergency shut off valves, sight-flow back check, stainless steel flex connectors and piping will be installed for both liquid and vapor valve trains.

Bobtail loading:

A 3" x 1 1/4" bobtail loading bulkhead with dual filling design will be installed. Liquid and vapor return filling hoses will be installed. The necessary globe valves, emergency shut offs, stainless steel flex connectors and piping will be installed for both liquid and vapor trains. A 4" Blackmer belt driven 25 hp pump with an explosion proof motor will be installed.

Once the plant is fully assembled, a security fence will be installed around the head end of the tanks and the bulkheads. The tanks will be painted and logo's applied. All required safety, warning and communication signage will be installed. Proper locking devices will be installed.

The Almelund site will be cleaned of all debris and any remaining property owned by Federated Co-ops will be removed.

The proper electrical service and lighting will be installed at the Palmdale site. This site will be excavated/landscaped to provide proper drainage, aesthetics, safety and functionality for truck transportation.

Very little grading will be required at this site. It is flat and dry. Excavating will be required to install the common footings and piers. After Pier installation grading will be done to level the area around the tank location.

This facility will be designed and built to comply with all NFPA 58 guidelines as well as all State and local codes, regulations and requirements.

Facility construction to be done by:

LPG & NH3 Supply

1200 1st NE

Buffalo MN 55313.

763-746-0540

Submitted by:

Bob Nelson

Federated Co-ops Inc

275 Cleveland Street South

Cambridge MN 55008

612-390-6606

bnelson@federatedcoops.com

NOTE: A new site survey has been ordered. The attached certificate of survey is the latest available to us. The new survey is scheduled for Friday September 27th, 2024.

The new certificate of survey will be submitted as soon as it is completed.

The surveyor will be:

Kroschel Land Surveyors

1639 Main Street N Suite 6

Pine City MN 55063

Tyler Kroschel, LS

1320-629-3267

LAKE AREA SURVEYING
P.O. BOX 572
LINDSTROM, MN 55043
PHONE: 651-213-1164
FAX: 651-213-1165

CERTIFICATE OF SURVEY

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.
DATE: 05-17-08 SCALE: 1 inch = 100 feet

Paul M. Gibson
PAUL M. GIBSON, REGISTRATION NO. 40987



The bearing orientation of
this survey is based on the
west line of the northwest
quarter of section 9, having
an assumed bearing of South

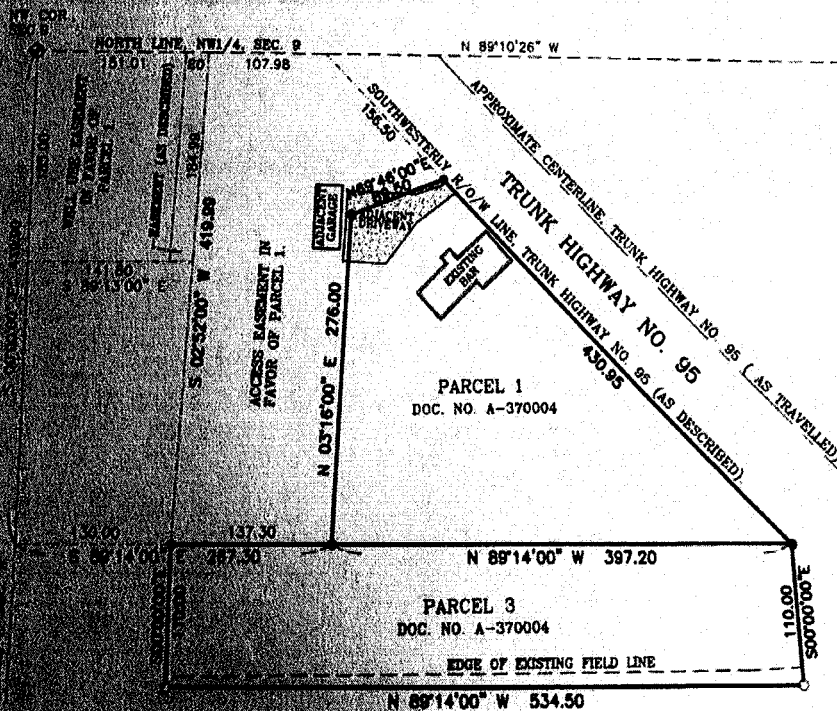
SURVEY FOR: DZ LAND HOLDING, LLC

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE DESCRIPTION SHOWN ON
DOCUMENT NO. A-370004. AS SUPPLIED BY CLIENT.

- ⊕ DENOTES CHISAGO COUNTY MONUMENT
- DENOTES FOUND IRON MONUMENT
- DENOTES SET IRON MONUMENT
- ⊙ DENOTES SET 6" SPIKE IN GRAVEL

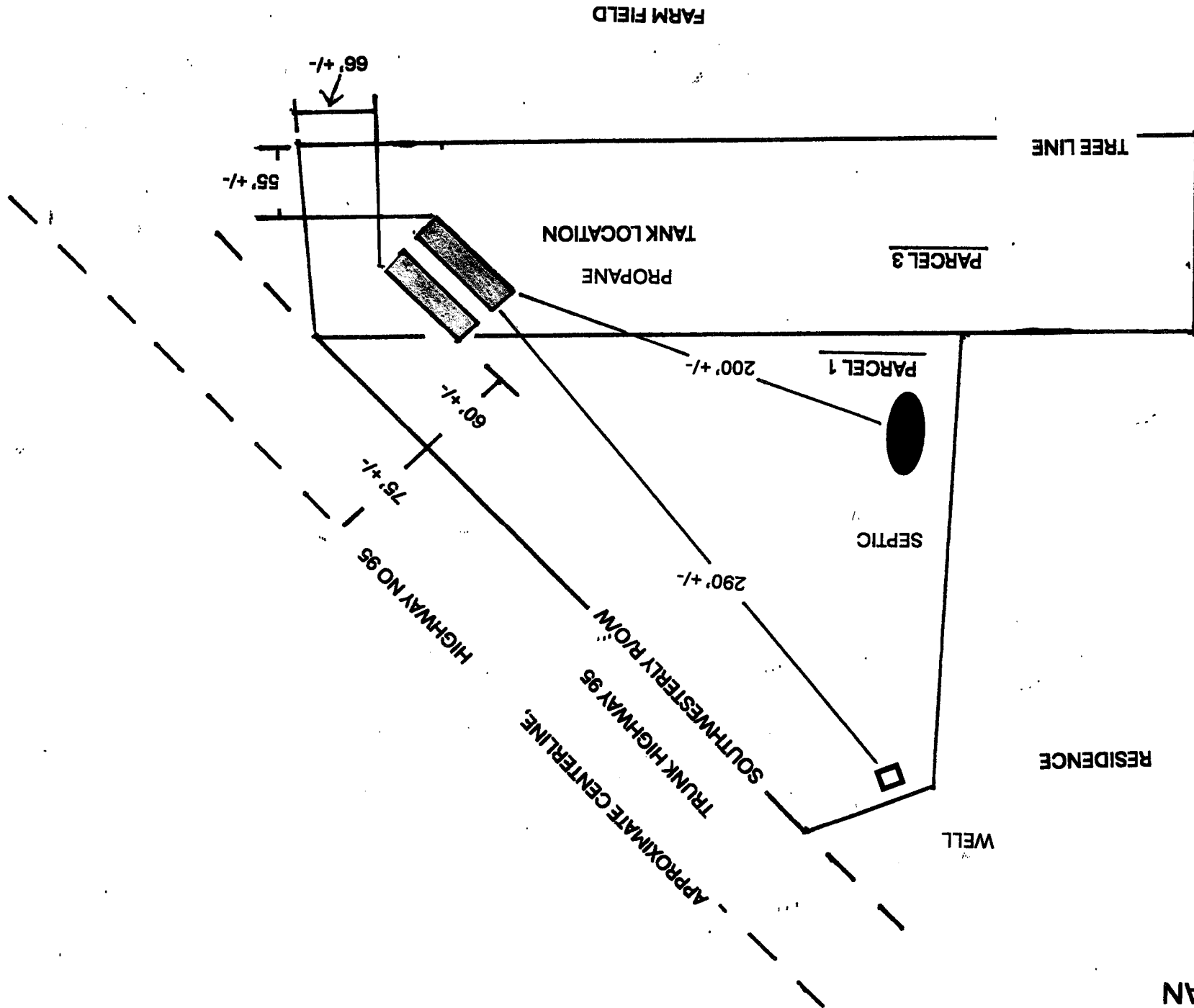
SURVEYOR'S NOTES: The found survey monuments as shown on this survey
agree with the computed position of the property corners within 0.5± feet.

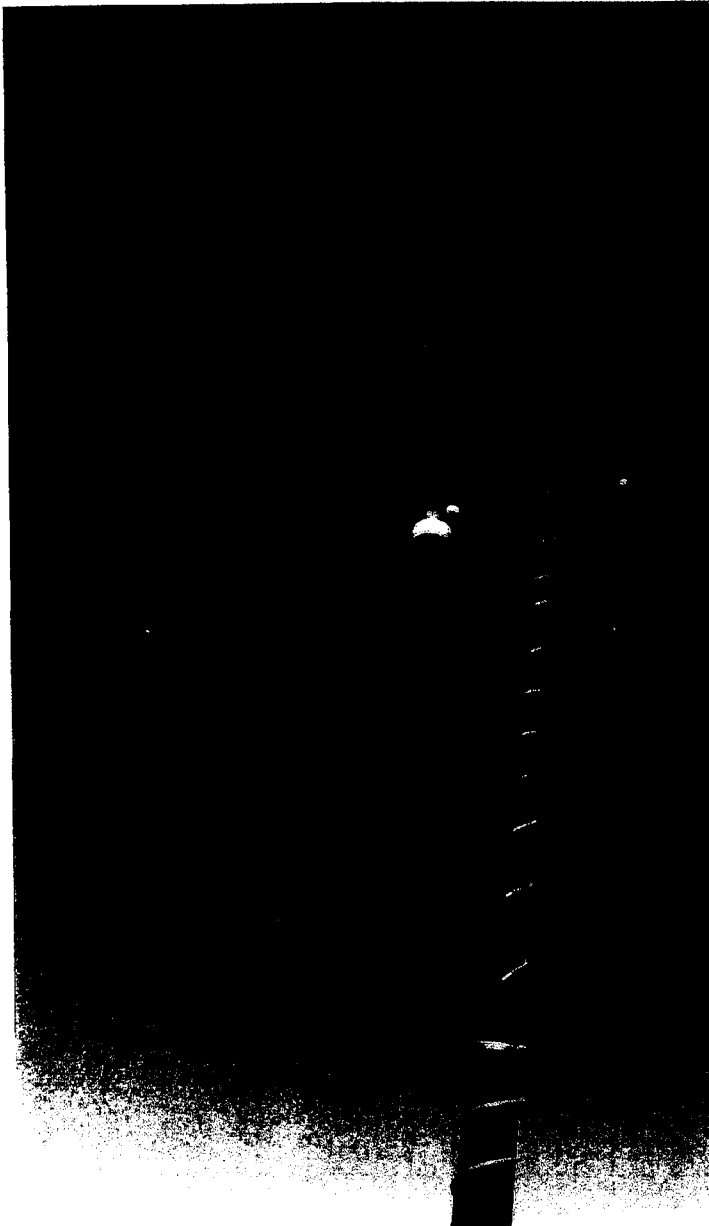
There may be an undefined easement in favor of the adjacent property for
access to the public highway according to entry No. 153 of the adjacent
owners abstract. For interpretation of the language on said entry, it is
recommended that a real estate attorney be consulted.



LAKE
AREA

SITE PLAN





Lighting plan for 18397 St Croix Trail

We have very minimal lighting needs at this site as our trucks are equipped with lights used when loading and unloading.

Our plan is to re-use the existing 17' light pole already on site. The location of this light pole is noted on the attached map.

We will retrofit this pole with 2 – new 150 watt LED type flood light fixtures. These fixtures are adjustable and can be reduced down to 75 watts based on need and coverage area. The photo to the left is the actual pole as is. We will replace the fixture shown in the photo and add 2 new fixtures.

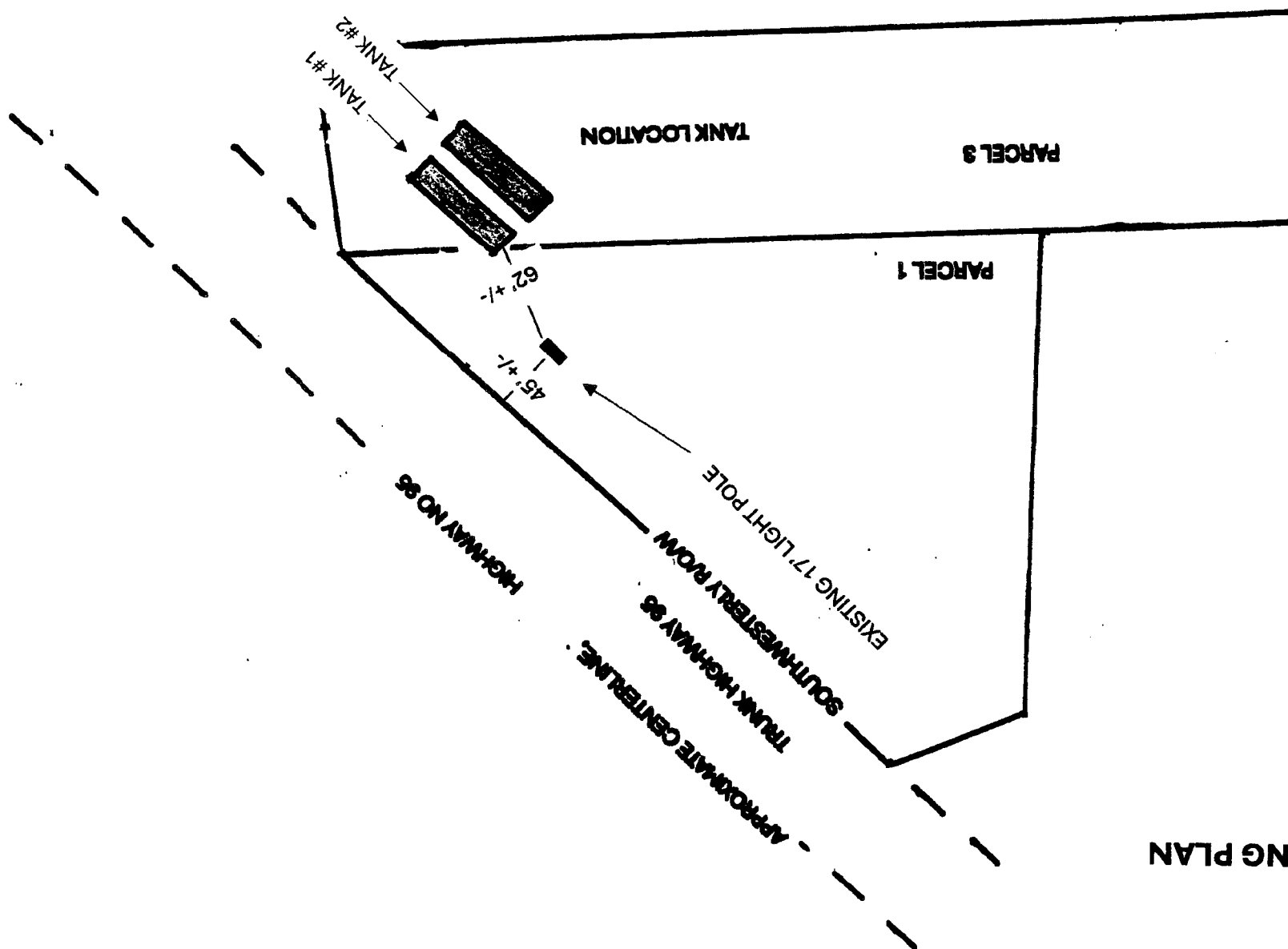
The lights will have sensors and be activated dawn to dusk.

The light pole holds 2 lights, one on the Easterly side and one on the Westerly side.

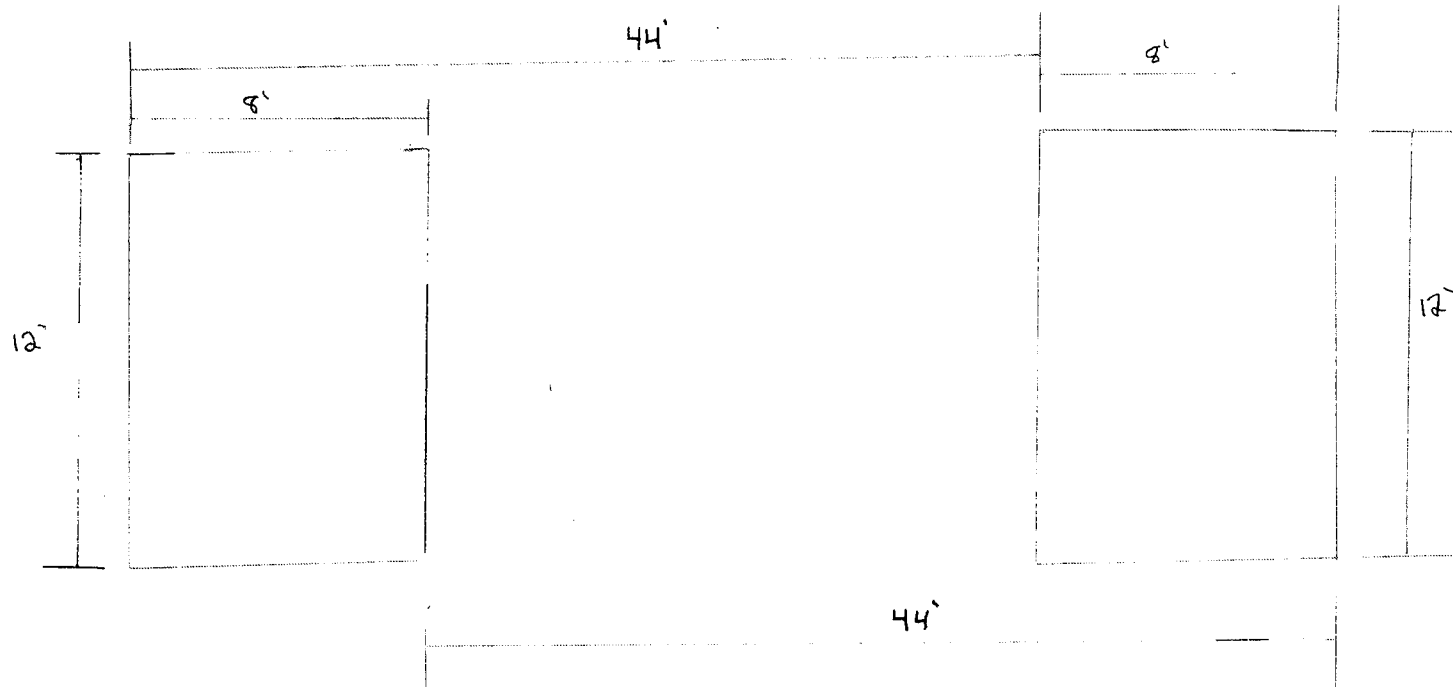
The Westerly light will face down illuminating the area below and to the West of the pole.

The Easterly light will be articulated down and towards the tanks, illuminating the area from the pole to the tanks as well as the northern side of tank #1.

LIGHTING PLAN



FOOTINGS



FOOTINGS

CONSTRUCTION TIMELINE – 18397 St Croix Trail

November 20 - Approval from Chisago County

November 22 - Close on property purchase

November 25 - Construction start date

Disassemble Almelund site piping, motors, pumps and valving

Pier construction at Palmdale

December 2 - Begin plant assembly

Move Almelund tank and set

Arrival and setting of tank #2

Install new tank fitting packages

Install risers, piping, valving, pumps and motors

Install hoses, ACME fittings, Emergency Shut-offs

Electrical on site

December 9 - Continue Construction

Complete piping and appurtenances

Install electrical to motors, switches and lights

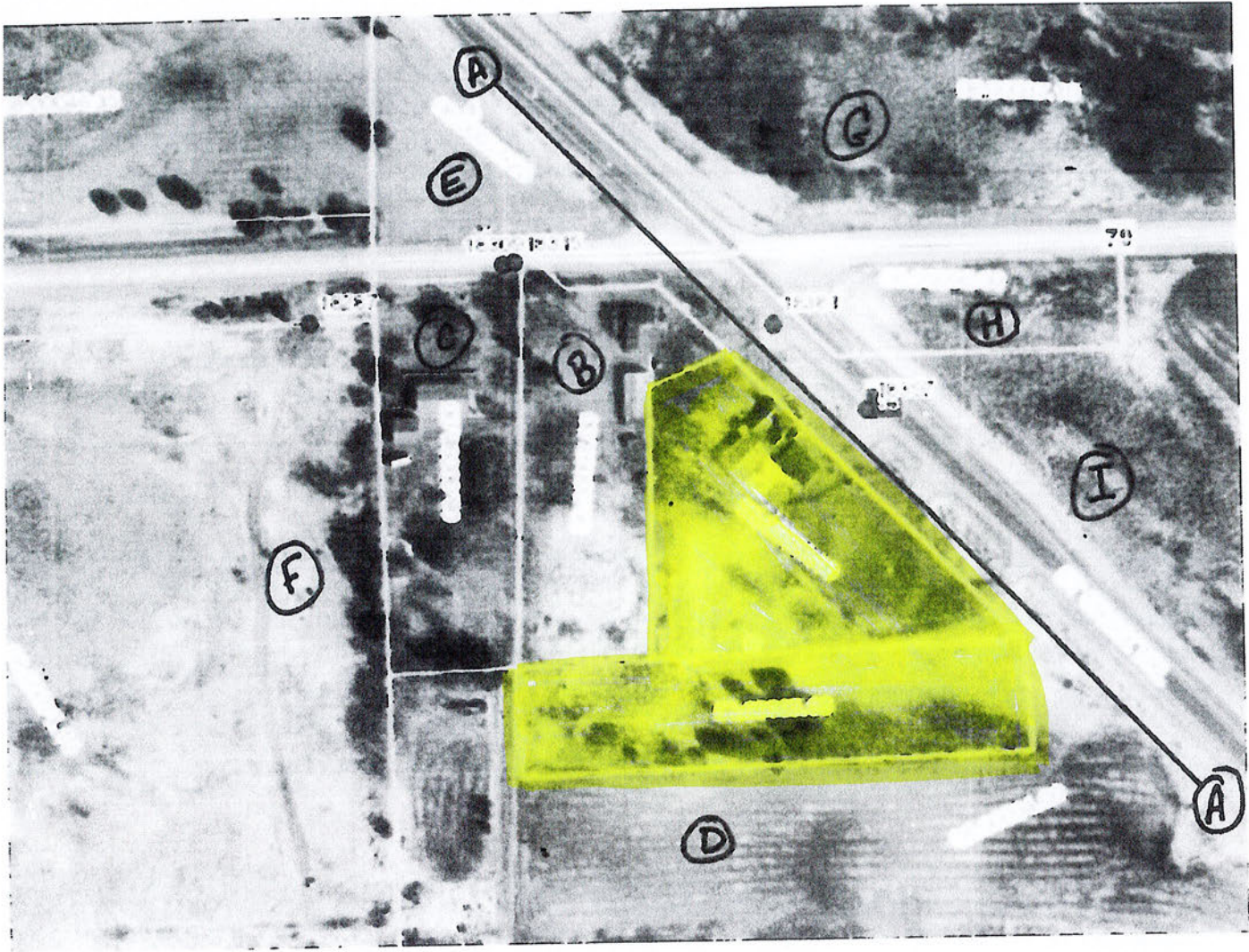
Install Security fencing

Install warning signage

December 13 - Construction completed

Notes: Construction of a small propane storage facility of this size typically takes 2 weeks. We are “budgeting” 3 weeks to help account for delays such as weather, equipment delivery, crane service availability, etc. Our Construction company has blocked out this timeframe for this project.

Every effort will be made to complete installation within the listed timeline. However, November weather, frost depths and electrical availability may force construction to continue later into the winter



A	ELECTRIC LINES	
B	RESIDENCE	- JOEL & KELLY CHARTLAND
C	RESIDENCE	- BRETT & TRISHA SCHMIDT
D	FARM FIELD	- ROBERT HOLT
E	EMPTY LOT	- TOWN OF SHAFER
F	VACANT LAND	- OSUAGWU NNENNA
G	VACANT LAND	- SHIRLEY DENISE BOYER
H	VACANT LAND	- KALE WOLFF
I	VACANT LAND	- ROBERT HOLT

LIST OF PROPERTY OWNERS

Joel & Kelly Chartland
18381 St Croix Trl
Taylors Falls MN 55084

Brett & Trisha Schmidt
18309 350th St
Taylors Falls MN 55084

Osuagwu Nnenna
2288 Rice Creek Rd
New Brighton MN 55112

Robert Holt
18315 350th Str
Taylors Falls MN 55084

Kale Wolff
4478 242nd Str
Forest Lake MN 55025

Shirley Denis Boyer revocable trust
36070 Westlund Ave
Taylors Falls MN 55084

Town of Shafer
34117 Redwing Ave
Shafer MN 55074

Facility Management Plan

The proposed facility will be owned and managed by Federated Co-ops Inc under requirements of NFPA 58, the Minnesota State Fire Marshalls office and all local regulations and requirements. Our main office is located at 502 South 2nd Street Princeton MN 55371.

The location manager will be Tim Loescher, the safety coordinator is Tom Rausch and the division manager is Mark Grave. All three are employees of Federated Co-ops. Mr. Loescher and Mr. Rausch hold offices at:

Federated Co-ops Inc

2634 68h Street

Osceola WI 54020

Mr. Graves office is:

Federated Co-ops Inc

3959 main Street

Kettle River MN 55757

We currently operate a single storage tank at rented property in Almelund MN. Ownership and land use changes there have hampered our ability to use that facility to properly meet the needs of our local patrons. Propane demand in the area continues to increase and the single storage tank does not meet our needs in the winter months. Spring road restrictions require us to be located on main highways which limits our potential locations. The straight highway at Palmdale would allow our trucks to safely enter and exit this location. The site is large enough to turn large vehicle safely.

We will be doing very little to alter the site, it is basically ready for our use. No trees will be removed unless site alterations are required. Some mowing and weed removal will be done near the back (South) side of the property.

The site is level and dry. No wetlands have been observed. The nearest creek is over 900' away.

Signage for propane tanks is governed by the Minnesota Fire Marshalls office and NFPA 58 guidelines. All these guidelines will be met, see below. We will also include signage for emergency contact information as well as our ownership identification. These signs will be located on the security fence and on the tanks after installation.

- Product identification at multiple locations
- Public safety warning
- Emergency shut – off location(s) and use signage
- Product placard identification

Federated takes great pride in its facilities and we follow our mowing, weed control and snow clearing protocols at all of our locations.

Emergency response plan

Federated Co-ops writes and enacts an Emergency Action Plan at each facility. The Palmdale site would be included in our Osceola WI Emergency Action Plan. Each Emergency Action Plan is unique to each plant. Since the site has not been built, a plan has not yet been written.

Our Emergency Action Plans are adapted to fit each location, they typically include:

All emergency contact information, emergency response agencies, utility locations for each site, personnel responsibilities, emergency notification system, evacuation procedures, general emergency procedures, fire prevention, fire hazards, housekeeping guidelines, product storage, weather related practices, employee training requirements, spill prevention and response, chemical list, OSHA reporting guidelines and information, Accident prevention, chemical exposure response, entrapment procedures, fire department policy, first aid information, a site map and effective employee information.

Attached is the emergency action plan for Osceola WI as a sample.

Federated Co-ops, Inc.
Osceola Propane



EMERGENCY ACTION PLAN

Federated Co-op's, Inc.
Osceola Propane Emergency Contact Numbers

Street Address: 2634 68th Ave
City, State, Zip Code: Osceola, WI 54020
County: Polk
Phone Number: 715-294-2789

In the event of an emergency, contact the individuals below:

Company Security/ Emergency Coordinator	Tom Rausch	Alternate Company Security/ Emergency Coordinator	Allan Larson
Title	Safety Director	Title	Director Human Resources
Office Phone	(763) 286-2299	Office Phone	(763) 389-2582
Home Phone	N/A	Home Phone	N/A
Cell Phone	(763) 286-2299	Cell Phone	(612) 206-2606
Location Emergency Coordinator	Tim Loescher	Location Emergency Coordinator #2	Corey Chappellear
Title	Plant Manager	Title	Driver
Office Phone	715-294-3357	Office Phone	715-294-3357
Home Phone	N/A	Home Phone	N/A
Cell Phone	651-280-5615	Cell Phone	715-294-0089
Media Contact #1	Tom Rausch	Media Contact #2	Mike McMahon
Title	Safety Director	Title	CEO
Office Phone	(763) 286-2299	Office Phone	(763)389-2582
Home Phone	N/A	Home Phone	N/A
Cell Phone	(763) 286-2299	Cell Phone	(612) 990-2611

For chemical emergencies involving spills, leaks, fires, exposure, vandalism, tornadoes or accidents call:

Osceola Fire Dept. 911 or 715-294-3628
Osceola Police Dept. 911 or 715-294-3628
Polk County Sheriff Dept. 911 or 715-485-8300
Osceola Ambulance 911 or 715-294-3911

WI Emergency Response 800-943-0003
MN Duty Officer: 800-422-0798
National Response Number (NRC): 800-424-8802
WCEC: 888-923-2278
OSHA Emergency Hotline: 800-321-6742

Please post this sheet near a phone

Emergency Response Agencies

When calling authorities, be prepared to provide the following information:

1. Your name and call back phone number.
2. Location of the incident.
3. General description of the event.
4. Name, quantity, and hazard class of products involved.
5. Nature and extent of injuries.
6. Potential danger to the environment.

ALWAYS DOCUMENT THE TIME OF THE CALL AND THE NAME OF THE PERSON RECEIVING THE CALL

Fire Dept. Name:	Osceola Fire Dept.	Electric Company Name:	XCEL Energy
Fire Dept. Phone:	911 or 715-294-3628	Electric Company Phone:	800-895-1999
Police Dept. Name:	Osceola Police Dept.	LP Gas Co. Name:	Federated Co-ops Inc.
Police Dept. Phone:	911 or 715-294-3628	LP Gas Co. Phone:	715-294-3344
Sheriff Dept. Name:	Polk County Sheriff Dept.	Bulldozer/Backhoe Operator Name:	Greg Rivard
Sheriff Dept. Phone:	911 or 715-485-8300	Bulldozer/Backhoe Operator Phone:	715-294-3141
Hwy Patrol Name:	WI State Patrol	Fill Company Name:	Cross Country Excavating
Hwy Patrol Phone:	911 or 715-635-7725	Fill Company Phone:	715-294-3141
Ambulance Co. Name:	Osceola Ambulance	Trucking Company Name:	Cross Country Excavating
Ambulance Co. Phone:	911 or 715-294-3911	Trucking Company Phone:	715-294-3141
Hospital Name:	Osceola Medical Center	Other Contact Name:	Tech Advisor LP Gas Equip
Hospital Phone:	715-294-2111	Other Contact Phone:	800-652-9072
Media Contact Numbers			
Media Contact #1 Name:	WLKX - FM Radio	Media Contact #2 Name:	
Media Contact #1 Phone:	651-464-6796	Media Contact #2 Phone:	
OSHA Contact Numbers		Spill Reporting	
OSHA Emergency Hot Line:	877-470-6742	WI Emergency Response	800 943-0003
OSHA Emergency Hot Line (after hours):	800-321-6742	National Response Commission:	800-424-8802
		WCEC:	888-923-2278

Utility Locations

LP or Natural gas main shut off location:	LP Gas Tank East Side of Office
Gas Pump Emergency shut off location:	Light pole south of Diesel Tanks
Electrical main shut off location:	Utility room warehouse and on south side of fertilizer building
Water main shut off location:	Utility room east side of office warehouse

Purpose

The purpose of this Emergency Action Plan is to protect the employees of Federated Co-op from serious injury, property loss, or loss of life in the event of a major disaster. A major disaster constitutes any of the following: fire, tornado, bomb threat, or hazardous chemical spill.

Scope

The plan applies to emergencies that could be reasonably expected in the workplace.

Responsibilities

Emergency Response Coordinator - Tom Rausch

These personnel are responsible for:

- Develop and implement the Emergency Action Plan.
- Annually review the plan and revise as necessary.
- Instruct personnel of their duties under this plan.
- Assign tasks to personnel to carry out specific actions.
- Direct emergency activities.

Manager or Supervisor – Tim Loescher or their alternate

These personnel are responsible for:

- Assess emergency situation.
- Maintain order and calm in event of emergency.
- Determine if the site should be shut down or evacuated.
- Call for shut down or evacuation.
- Contact emergency agencies.
- Call Safety Director.
- Act as the primary contact with outside emergency agencies.
- If possible and personal safety is not in jeopardy, shut off gas, electrical, or water mains.
- Taking (or seeing that a designee takes) a head count of workers in event of evacuation, and reporting to emergency response personnel.

Medical Emergency: For major injuries, immediately call 911.

Be prepared to give the dispatcher:

1. Your name and call back number.
 2. Company Name.
 3. Address and directions to location.
 4. Nature of injuries and number of people injured.
 5. Any special equipment needed for rescue.
- ◆ Notify **Tim Loescher** as soon as possible at:
Office Phone: 715-294-3357
Cell Phone: 651-280-5615
 - ◆ If anyone on the scene has training, begin First Aid while waiting for responders to arrive. Federated Coop's employees are not required to provide assistance, but may offer help if they desire.
 - ◆ If an injury was caused by a chemical product, locate a copy of the product **Safety Data Sheet (SDS)** in the **LP Gas Managers office** or by calling **West Central Environmental Consultants at (888) 923-2278**. If more information is needed, call the Poison Control Center at (800) 222-1222.

Remember: First Aid treatment for hazardous substances is product specific, you must obtain a copy of the product's SDS or label.

- ◆ Check the following pages for more information.

Employee Training

Employee training will be provided when:

- ◆ An employee's required actions and responsibilities change
- ◆ There are changes in the plan
- ◆ Initially for new employees
- ◆ Refresher training as determined by the Emergency Response Coordinator

During training, the following items will be covered:

- ◆ Emergency escape routes
- ◆ Alarm systems
- ◆ Means of reporting emergencies
- ◆ Fire extinguisher location and use
- ◆ Procedures to account for employees
- ◆ Fire prevention practices
- ◆ Proper housekeeping
- ◆ Chemical spill emergencies

Employees

All company employees are responsible for:

- All employees are responsible to immediately report any emergencies.
- Know and understand the procedures outlined in this program.
- Follow emergency procedures in the event of alarm.
- Put on required personal protective equipment.
- Assist with the evacuation of disabled or injured personnel as requested by Managers and Supervisors.

Emergency Notification System

During Normal Business Hours: If you become aware of an emergency situation immediately notify the Manager, who will in turn call 911 and the Emergency Response Coordinator.

After Normal Business Hours: Call 911 from an outside dialing phone. Then call Tim Loescher at home or on their cell phone.

Alarm Systems:

- Supervisors will communicate the alarm verbally to employees under their control.

Evacuation Procedures

General Evacuation: A general evacuation of the facility may be required for any number of emergencies such as fire, chemical leak/spill, bomb threat or other concern. The following procedures will be used:

- Activate the evacuation reporting system, and notify personnel in the area of the emergency.
- If time permits, employees should turn off the power to the equipment they are operating.
- On sounding the evacuation alarm, proceed through exits shown on Emergency Action Plan maps.
- In an orderly and calm manner, evacuate through a designated exit. Go directly to the outside assembly area **at the Store Sign east of office building** and report to your supervisor. If the assembly area is unavailable go to the alternate assembly area **the shop building**.
- Emergency Action Plan maps are posted in key areas throughout the building.

Employee Accountability Following an Evacuation: Following an evacuation it is important to gather a timely and accurate count of all employees. To efficiently achieve this goal, the following procedures will be followed:

- Each supervisor or manager (or designee) is responsible for accounting for each employee by conducting a headcount.
- Each employee will be accounted for by name.

- Employees are responsible for reporting to their supervisors to facilitate the headcount.
- The Manager or Supervisor will communicate with the Fire Department or other Rescue Personnel the results of the headcount.

Re-entry

Once the building has been evacuated, no one is to re-enter the building for any reason. When the fire department or other responsible agency notifies the Manager the building is safe for re-entry, then and only then, will personnel return to their workstations.

Emergency Procedures

Fire/Explosion: Fire is the most common emergency and typically requires immediate evacuation because of the potential hazard it presents. As a result, regardless of the fire size an emergency evacuation will be conducted as follows:

- Do not attempt to fight any fire without first sounding an alert.
- Only attempt to extinguish the fire if it can easily be extinguished with a fire extinguisher and you have been trained in its use.
- Follow the general evacuation procedure listed above.

Fire Prevention Practices

Tim Loescher is responsible for eliminating the fuel source hazards from the warehousing areas. In their absence, the designated assistant has the responsibility.

Tim Loescher also has the responsibility to ensure all fire extinguishers are properly maintained, have clear access, and ignition sources are eliminated from the facility. In the absence of the facility manager, the designated assistant has this responsibility.

Fire Hazards

Trash bins, dry brush or grass around buildings, oil and lubricant storage areas, and vehicle fueling areas could all be potential workplace hazards unless appropriate care and attention is given to reduce fire hazards. At all times these areas are to remain free from unnecessary combustible materials or spills, and maintained in a clean, orderly fashion. Smoking and welding are potential ignition sources. For these reasons, smoking is prohibited in all stores, oil/lubricant storage areas, and vehicle fueling areas. All welding operations or other hot work being performed in these areas require additional fire precaution measures such as ready access to fire extinguishers and additional personnel observing and ready to respond to an incident.

Housekeeping

Proper housekeeping procedures will be exercised at all times to prevent the accumulation of flammable or combustible waste materials in the store, office, oil/lubricant storage, and vehicle fueling areas. Trash bins for the collection of general office and store waste will be emptied on

a routine basis. All will be kept free of trash accumulation. All trash will be disposed of in accordance with good operating procedures.

Storage Requirements

Product storage of all chemical and fertilizer materials will be in accordance with recognized industry practices, allowing for modifications if requested by the local fire department. Such storage procedures provide for:

- Liquid materials will not be stored over dry materials.
- All materials stacked in a neat and orderly fashion.
- Any product spills are immediately cleaned up, using appropriate protective measures for the hazards involved and in accordance with the established decontamination procedures.
- NFPA placarding on all buildings that contain more than 5-gallons or 50 lbs. of hazardous materials.

Tornado or other Hazardous Weather: When a hazardous weather alert is announced, all employees should go to the closest tornado refuge area. All employees should stay in the tornado refuge area until given the all-clear sign. The tornado refuge area is the **Radio/Electrical room center area, south side of fertilizer building.**

General tornado safety practices

If employee is located outside they are to:

- Lie flat in the nearest ditch or ravine.
- Stay away from buildings or tanks.
- Watch out for fallen power lines.
- Watch out for flying debris.

If employee is located inside a structure they are to:

- Avoid free-span roofs without reinforced construction.
- Take shelter in a small room in the center of the building.
- Take cover under sturdy furniture, doorways, or along interior walls.
- Move away from glass windows and doors.
- Leave the building as soon as safely possible.

Blizzard or Snow Emergency: In the event of snowstorm, management may decide to close early. The supervisors will be responsible for notifying those employees on other shifts that the facility is closing and they should not report to work.

Bomb Threat: In the event of a bomb threat, which will normally be received over the telephone, the following procedure should be followed:

- ◆ Report the threat to the Manager.
- ◆ The Manager will determine emergency action, which may include:

- Commence immediate evacuation.
- Contact law enforcement agencies.
- Contact the fire department.

Transportation or Off Site Spill

- Make sure all persons involved in spill or accidents are safe and out of danger.

Notify	Tom Rausch	or	Tim Loescher
Office	763-286-2299		715-294-3357
Home	N/A		N/A
Cell	763-286-2299		651-280-5615

- Contact the local authorities:

Osceola Fire Dept.	911 or 715-294-3628
Osceola Police Dept.	911 or 715-294-3628
Polk County Sheriff Dept.	911 or 715-485-8300

After taking measures to protect you, try to keep any spilled materials from entering any streams, ditches, drains or storm sewers. Damming the product with an absorbent material such as oil dry or dirt can accomplish this.

- **Tim Loescher** should check the following spill guide to see if the spill must be reported. If the spill is reportable, call:

Wisconsin Emergency Management: (800) 943-0003
Minnesota Duty Officer: (800) 422-0798
National Response Center: (800) 424-8802

Have the following information when reporting:

- Your name, location, companies and phones number.
- Name and address of company responsible for spill.
- Date and time of spill.
- Location of spill.
- Source and cause of spill.
- Type of material(s) spilled.
- Medium (i.e. land, water) affected by spill.
- Danger or threat posed by spill.
- Number and types of injuries or death (if any).
- Weather conditions.
- Name of carrier, truck number or other identifying information.
- Whether an evacuation has occurred.
- Other agencies notified.
- Any other pertinent information.

Common Agricultural Chemicals on Extremely Hazardous Substances List

	Threshold Planning Quantity (lbs)	Reportable Spill Quantity (lbs)
Group 1 - Organophosphates		
Azinphos methyl	(Guthion) 10 or 10,000	1
Demeton (Systox)	500	1
Dimethoate (Cygon)	500 or 10,000	10
Disulfoton (Di-syston)	500	1
Ethion (Ethion spray)	1,000	1
Fenamiphos (Nemacur)	10 or 10,000	1
Fensolothion (Dasanit)	500	1
Fonophos (Dyfonate)	500	1
Methamidiphos (Monitor)	100 or 10,000	1
Methidathion (Supracide)	500 or 10,000	1
Mevinphos (Phosdrin)	500	10
Parathion (Methyl, Pennncap-M)	100	1
Phorate (Thimet)	10	1
Phosmet (Imadan)	10 or 10,000	1
Terbufos (Counter)	100	1
Group 2 - Carbamates		
Aldicarb (Temik)	100	1
Carbofuron (Furadan)	10 or 10,000	10
Methomyl (Lannate-Nudrin)	500 or 10,000	100
Oxamyl (Vydate)	100 or 10,000	1
Group 3 - Chlorophenoxy		
Endosulfan (Thiodan)	10 or 10,000	1
Group 6 - Paraquat/Diquat		
Paraquat (Gramoxone Super)	10 or 10,000	1
Group 9 - Rodenticides		
Strychnine (Rat/mice bait)	100 or 10,000	10
Group 10 - Fumigants		
Phosphine (Phostoxin, Gastoxin)	500	100
Group 11 - Miscellaneous		
Chloroxuran (Tenoran)	500 or 10,000	1
Fertilizers		
Ammonia (anhydrous)	500	100

*Some chemicals have two threshold planning numbers. The lower quantity is for liquids and dry formulations which have particle sizes less than 100 microns (dusts and wettable powders). For formulations such as granules and pellets, use the larger quantity number.

National Spill Reporting Procedures (PHSMA/DOT)

National Response Center: (800) 424-8802

Report immediately to National Response Center if:

1. A person is killed by hazardous materials.
2. A person is hospitalized because of injuries from a hazardous material.
3. Estimated carrier or other property damage exceeds \$ 50,000.
4. An evacuation of the general public occurs and lasts more than one hour.
5. One or more major roads are closed for more than one hour.
6. There has been a release of Marine Pollutants (see list of marine pollutants below) in excess of 119 gallons or 882 pounds.
7. If a spill is reported a DOT 5800 report must be filed within 30 days.

Marine Pollutants*

2,4-D	Heptachlor
Adios	Imadan
Aldrin	Lannate
Asana	Lindane
Assure II	Lorsban
Benlate	Mancozeb
Bolstar	Manzate
Buctril	Methyl Bromide
Chlordane	Mocap
Counter	Monitor
Cygon	Nemacur
DDT	Parathion
Diazinon	Penncap-M
Dibrom 8	Phazer
Dimethoate	Phorate
Dithane	Ramrod
Dyfonate	Sevin
Eptam	Supricide
Eradicane	Temic
Ethion	Thimet
Furadan	Thiodan
Golden Leaf Tobacco Spray	Vydate
Guthion	

OSHA Reporting:

Within 8 hours:

- All work-related fatalities

Within 24 hours, all work-related:

- Inpatient hospitalizations
- Amputations
- Losses of an eye

How to Report Incident:

Call MN OSHA:

8:00 a.m. – 4:30 p.m. Monday – Friday: 651-284-5050 or 877-470-6742

After Hours: 800-321-6742

- Call your nearest OSHA area office, during normal business hours
 - o (www.osha.gov/html/RAmap.html)
- Online at : <http://www.osha.gov/report.html>

Have following information when reporting:

- Company name, address and phone number.
- Your name, title and phone number.
- Type of business.
- Address where accident occurred.
- Name, title, home address and phone, and age of victim(s).
- Number of injuries or deaths.
- Type of accident.
- Description of accident.

Always document time of call and OSHA representative taking report.

Ten Steps at an Accident

1. **Don't Panic.** Stay calm, and do the right things. You can help the victim by doing a few basic first aid steps.
2. **Remove additional hazards.** Shut off equipment and remove any other hazards. Shout for help, but don't wait for a response.
3. **Check airway.** Is the victim breathing? Ask if they're OK. Ask for a deep breath.
4. **Check breathing.** If no verbal response is given, and the victim is not breathing, check mouth and throat for blockage. If this does not help, begin cardiopulmonary resuscitation (CPR). If the victim can respond, ask, "Where do you hurt? Does your neck hurt?"
5. **Check circulation.** Expect a lot of blood in some injuries. Direct your attention to the major source of injury.
6. **Control bleeding.** If the injured part is not entrapped in equipment and is vigorously bleeding, immediately apply a tight pressure bandage and a splint.
7. **Check spine.** Check for signs of back injury, such as back pain, paralysis or position.
8. **Splint any fracture.** If the injured part is not entrapped in equipment and is not vigorously bleeding, apply a bandage and an air splint to control bleeding.
9. **Get help.** If you discover the accident away from immediate help, assist the victim first, then obtain help. Phone or radio a neighbor and have the neighbor contact others for help. Be sure to report the exact location of the accident. Return to the victim.
10. **Transportation.** If the victim must be moved to reach medical help special precautions must be taken. This is especially true if you suspect neck or back injury; multiple injuries; or upper leg injuries. Support the victim preferably on something flat. Make sure not to change their position, especially in a back or neck injury. Tie the victim in place to prevent any movement and proceed cautiously.

Chemical Exposure

Breathing Dust or Vapors:

In the event of a sudden, unexpected release of chemical dust or vapor:

- Leave the area immediately
- If in an open area, go upwind at least 100 feet away from the dust or vapor
- If in a confined area, leave the area immediately and go outdoors or to a well-ventilated area away from the dust or vapor
- Immediately move any person overcome by the dust or vapors to an area away from the chemicals
- Proceed as described for persons who suffer from sudden collapse while working with chemicals

Chemicals in the Eyes:

- Immediately rinse the eyes with water.
- Hold the eyelids open and slowly pour water over the eyes.
- Never use a forceful stream of water directed into the eye, as damage may occur.
- Use water flowing slowly and gently from a faucet or hose.
- Rinse the eye for at least 15 minutes.
- If symptoms of pain, discomfort, or visual problems are present after thoroughly rinsing the eyes, immediately take the affected person to the nearest emergency medical care facility.

Chemicals Spilled on Clothing or Skin:

- Immediately remove all contaminated clothing.
- Wash all exposed skin areas with soap and water.
- Properly wash contaminated clothing before wearing them again.
- If illness symptoms occur following a spill of chemicals onto the clothing or skin, immediately take the affected person to the nearest emergency medical care facility.

Chemicals Are Swallowed:

- The victim should drink sips of water or milk.
- Do NOT induce vomiting in an unconscious or semi-alert person.
- Call 911, a physician or the nearest poison control center (800) 222-1222 for further advice.
- Check the chemical label. Some chemical labels will tell you not to make the person vomit. Vomiting after swallowing caustic chemicals may make the condition worse.
- Do NOT give fluids to an unconscious or semi-alert person.
- Immediately take unconscious or semi-alert persons to the nearest emergency medical care facility.
- To induce vomiting in an adult, give one ounce of syrup of ipecac, if it is immediately available. To induce vomiting in children, proportionately reduce the dose of ipecac syrup (two to four teaspoonfuls). After giving syrup of ipecac, vomiting is usually delayed 15 to 30 minutes.
- Do NOT administer salt water or mustard solutions to induce vomiting as may be recommended on some old chemical labels. Salt water and mustard solutions may be too dangerous to use for this purpose.

ENTRAPMENT EMERGENCY

General Employee Procedures

A person buried in grain or dry fertilizer presents a serious situation. Depending on how deeply the person is buried they may not be able to breathe even though you can see them. The human brain begins to suffer damage from lack of oxygen in about four (4) minutes. Death could occur at this time or shortly after. It is essential that the person be given a supply of oxygen as quickly as possible. If the grain or dry fertilizer is restricting their ability to breathe, efforts must be initiated to remove enough material from around the individual's chest and torso so they are able to breathe even if they are not totally free from the grain or dry fertilizer. The following guidelines deal with entrapment.

NOTE: The best way to avoid this emergency situation is to follow proper bin entry procedures.

- Stop the flow by shutting down any machinery moving grain/fertilizer into or out of the area.
- Sound the alarm - either verbal or through the alarm system.
- Call out entrapped person's name. Listen for response.
- Determine if the person's head (other body part) is visible.
- If person's head is visible determine if they can breathe.
- Determine if person can be retrieved with their attached lifeline. Attempt to remove the person if this is possible.
- If the person cannot be removed with the lifeline, turn on aeration fans.
- If confined space entry is necessary (Do Not Enter Under Bridging Conditions):
- Station additional person(s) outside the space ready to assist.
- Put on and secure safety gear for entry. Wear proper respirator if toxic or oxygen deficient atmosphere is suspected.
- Secure back up rescue equipment.
- Increase ventilation if possible.
- Remove material from around the person's head and chest. You may need to establish some type of barrier which prevents grain or fertilizer from closing back in on person and allows them to breath.
- Provide a supply of fresh air as soon as possible. If the grain or fertilizer cannot be moved get air to the person with a low flow air hose.
- Remove entrapped person and leave space as soon as possible. Do not attempt to retrieve equipment left in the confined space at this time.
- Provide appropriate first aid/CPR.
- Follow the instructions of the Emergency Coordinator.

Emergency Coordinator Assignments

- Contact the fire department at 911.
- Determine if evacuation of the area is needed.
- Determine if grain/fertilizer can be removed without danger of person slipping deeper into grain/fertilizer.
- Initiate any removal of grain/fertilizer, which can be done safely.

Note: Do not attempt to pull any material from the bin bottom until person is secured and cannot move any deeper.

Entrapment Hazards

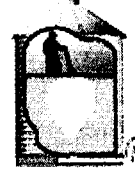
Entrapment

Entrapment is similar to being drawn into quicksand. Once trapped in flowing grain/dry fertilizer, the victim is drawn rapidly to the bottom of the bin where he may become entangled in the unloading auger.



Surface Crust

Another type of suffocation can occur when grain has spoiled in storage. Spoiled grain can crust over and a cavity will develop under the crusted surface as grain is removed from the bin. A person walking on the crusted surface could break through, become submerged in the grain and suffocate.



Vertical Caking

Spoiled grain also can cake in large vertical masses on bin walls. When a person tries to break the caked material loose from below, large sections of grain can break off and cover the person in the bin. This risk increases as the capacity and particularly the height of the bin increases. Grain/dry fertilizer stored in large piles or bunkers also pose this type of hazard during load out.



Rescue Procedures

If a person becomes submerged or trapped in grain/dry fertilizer you should:

- Call for assistance
- Shut off unloading equipment immediately, this will stop the victim from being pulled under further.
- If there is an aeration system, begin moving air through the grain/dry fertilizer, this can supply fresh air to the victim.
- If needed cut large holes around the base of the bin approximately 5 feet above the base at 4 to 8 evenly spaced locations. This will reduce the volume of grain from the bin in the shortest period of time

Local Fire Department Preparedness Invitation To Visit

Dear Fire Chief,

It is policy that the facility manager arranges a site visit by the local Fire Department on an annual basis.

At the time of the visit, the following areas will be discussed if applicable:

- Locations of hydrants, normal and alternate roads, gates, fences, other
- Surrounding buildings, industries and hazards.
- Facility walk-through.
- Precautions for fighting agricultural chemical fires.
- Site emergency coordinators and alternates.
- Emergency phone numbers.
- Emergency Action Plan/Incident Response Plan's will be given and reviewed
- Control of drainage to adjacent facilities.
- Signs and symptoms of chemical poisoning.
- Decontamination procedures.
- Normal working areas.
- Location of utilities shut off.
- Any other site-specific items of note.
- Any fire prevention improvements we can make.
- Confined Space Areas & Rescue Procedures

When you get a chance, could you please give me a call, my phone number is to set up a time for your visit and to answer any questions you may have. Thank you.

First Aid and CPR Trained Employees

Location	Employee Name	Training Topic	Training Date	Expiration
Cambridge Propane	Brian Stolt	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Cloquet Propane	Justin Flamang	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Gordon & Trego Propane	Jamie Olson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Gordon & Trego Propane	Robert Severude	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Isanti Ag & Country Store	Ronald Paulson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Isle C-Store	Lynae Rappl	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Mora 65	David Freichels	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Mora Downtown Cenex	Collin Altman	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Mora Downtown Cenex	Destiny Hall	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Mora Propane	James Gutzwiller	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Ogilvie Ag Center & Bulk Petroleum	Scott Nelson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Ogilvie Bulk Transportation	Robert Nelson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Osceola Ag & Country Store	Ryan Peterson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Osceola Ag & Country Store	Timothy Stelter	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Heather Bautch	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Susan Boyd	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Amy Buermann	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Lauren Hiney	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Kenneth O'Brien	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Raquel Paulson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Thomas Rausch	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Michael Sperbeck	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	John Swanson	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Resha Timmer	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Office	Erica Zillgitt	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Princeton Propane Plant	Scott Koppendrayner	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Rock Creek Propane	Jason Karsky	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
Sandstone Propane	Kent Cich	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024
St. Cloud Cenex	Janet Salzer	First Aid, CPR, AED - 2 years	10/26/2022	10/27/2024

HWY 35

Yard Stock

(See pg. 3 for 1-10 Key)

½ Miles
to Map #1

68th Avenue

MS

(3) 1,000 gal fuel tanks

Shop

Warehouse

3 Sided Garage

Liquid Fertilizer Tanks
(6 – 25,000 gal)

(See pg. 3 for 1-6 Key)

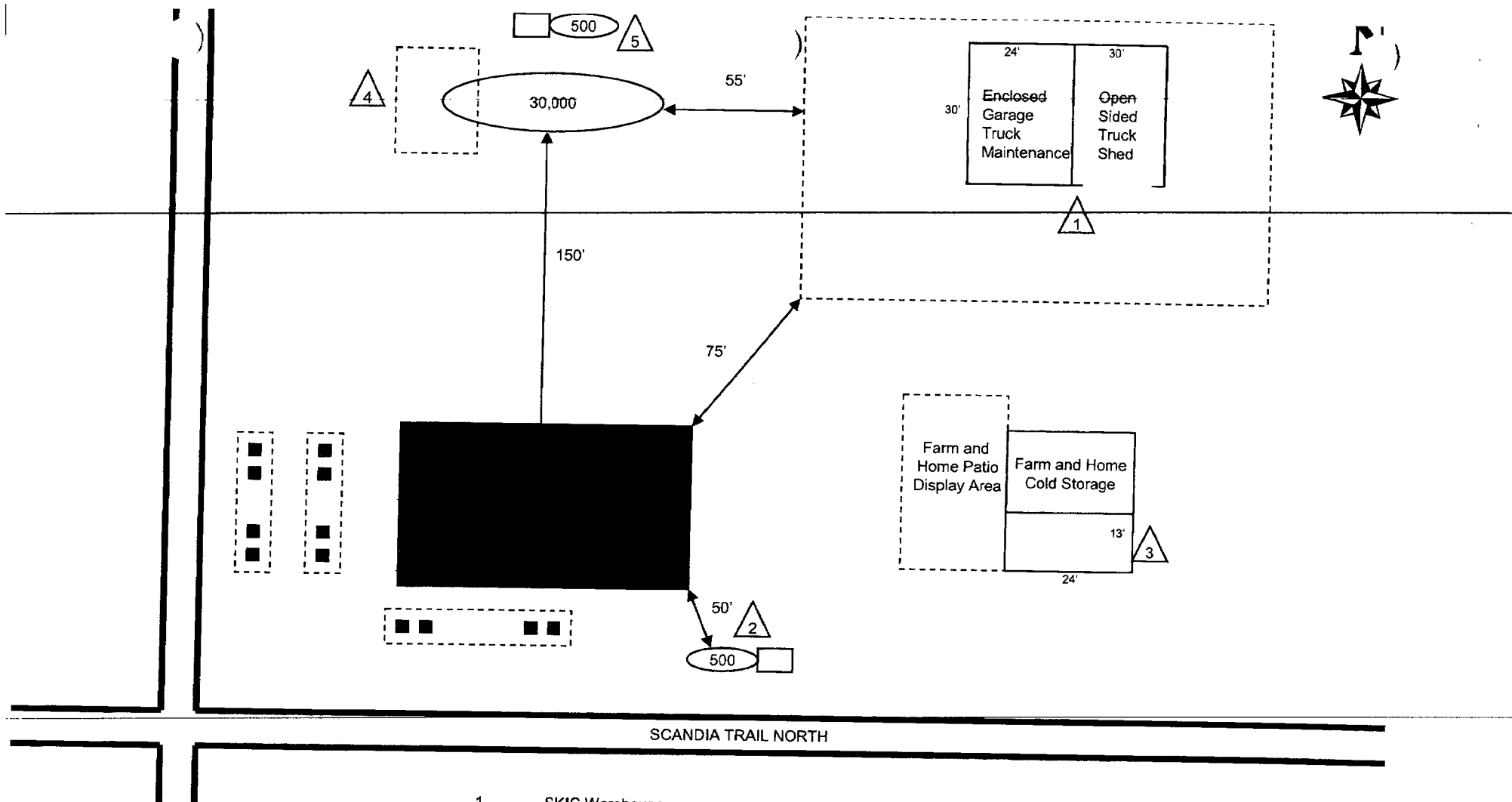
Mini-Bulk
Storage Area

11. LP Bulk Plant
13. Dry Blend Fertilizer Plant 2400 Ton
14. SKIC Office/Store
15. SKIC Feed Shed
16. LP Bottle Fill
17. Dry plant Addition 1600 Ton
18. Micro Storage
19. Shop/Seed Warehouse
20. Truck Shed
21. Chemical Warehouse

Key

EXIT	Emergency Egress	Fire Hydrant
Fire Extinguisher	LP LP Gas Shut Off	Water Shut Off
MS Meeting Site	First Aid Kit	Electrical Disconnect
Map Number ID	Gas Pump Shut Off	Eye Wash Station
Storm Shelter		

Federated Coops
2634 68th Ave.
Osceola, WI
Location 21
Katie Schow
Parthenon Compliance
Map 1 of 1
Updated 2.2023



1. SKIC Warehouse
2. LP Bottle Fill
3. SKIC Shed
4. 30,000 gallon LP bulk Plant
5. LP Bottle Fill

Parthenon
Agency Compliance

Federated Coops
14860 Scandia Trail North
Scandia, MN 55073
Location 8
Katie Swenson
Parthenon Compliance
Map 1 of 1
Updated 9/2016

Liquid Tanks (1-6)

1. 10-34-0 25,000 gallons
2. 10-34-0 25,000 gallons
3. 6-24-6 25,000 gallons
4. 12-0-0-26 25,000 gallons
5. 28-0-0 25,000 gallons
6. 28-0-0 25,000 gallons

Dry Tanks (1-10)

1. Urea 400 Ton
2. Urea 400 Ton
3. Urea 400 Ton
4. DAP 400 Ton
5. S04 200 Ton
6. Potash 600 Ton
7. Super U 400 Ton
8. Ammonium Sulfate 400 Ton
9. Potash 600 Ton
10. Super Cal 200 Ton

Parthenon
Agency

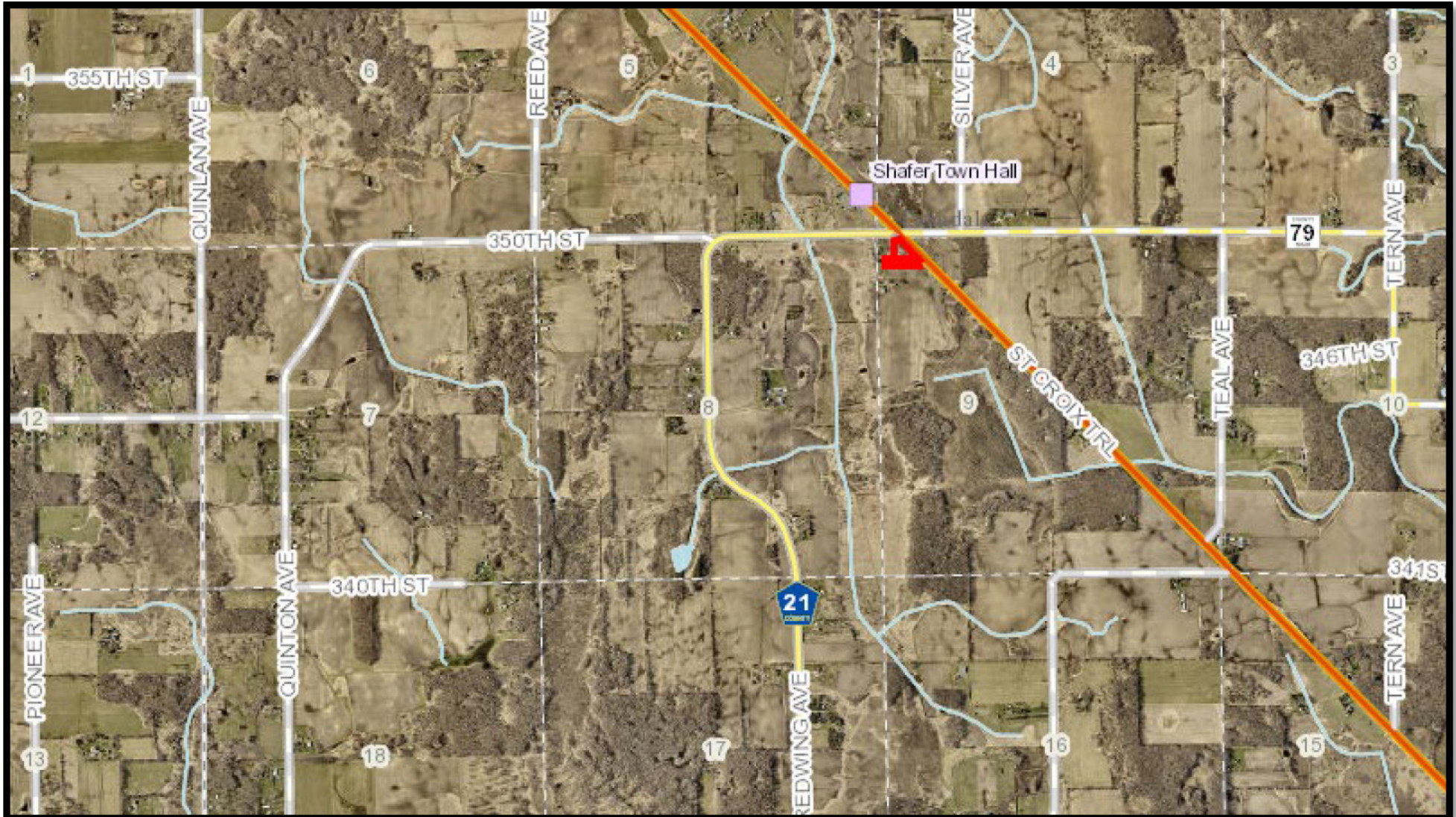
Federated Coops
Hwy 35/68th Ave.
Osceola, WI
Location 21
Katie Schow

Parthenon Compliance
Map 1 of 1
Updated 2.2023

Kale Wolff and Federated Co-ops, Inc. – 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).



Kale Wolff and Federated Co-ops, Inc. – 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).



RESOLUTION NO. PC2024-1101

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING A BULK GAS OR FUEL
FACILITY ON PROPERTY LOCATED AT 18397 ST. CROIX TRAIL / TH 95 IN SHAFER TOWNSHIP**

WHEREAS, property owner Kale Wolff and applicant Federated Co-ops, Inc. submitted an application dated received September 24, 2024 and considered complete on September 30, 2024 for a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township; and

WHEREAS, the subject site is located in the Rural Village Center (RVC) District; and

WHEREAS, the subject site is 2.95± acres in size (combined) and legally described as:

PID 08.00099.00

PARCEL 1

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 267.3 feet to the point of beginning; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence southeasterly, along said southwesterly highway right-of-way line, a distance of 431 feet, more or less, to the point of intersection with a line that bears South 89 degrees 14 minutes East from the point of beginning; thence North 89 degrees 14 minutes West, along said line, a distance of 397.2 feet to the point of beginning.

Together with an easement for the purpose of accessing well on property westerly of and adjacent to the tract described as follows, over, under and across that part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) of Section Nine (9), Township Thirty-four (34) North, Range Nineteen (19) West, Chisago County, Minnesota, described as follows: Commencing at the Northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 130 feet to the point of beginning; thence continuing South 89 degrees 14 minutes East, a distance of 137.3 feet; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence Northwesterly, along said southwesterly highway right-of-way line, a distance of 261 feet, more or less, to the north line of Section 9; thence North 89 degrees 11 minutes West, along said North line, a distance of 4 feet, more or less, to the point of intersection with a line that bears North 2 degrees 52 minutes East from the point of beginning; thence South 2 degrees 52 minutes West, along said line, a distance of 420 feet to the point of beginning.

Together with an easement for use of the well located on property described as follows, to-wit: Beginning at the Northwest corner of Section 9, Township 34 North, Range 19 West; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 185 feet; thence South 89 degrees 13 minutes East, a distance of 141.8 feet; thence North 2 degrees 52 minutes East, a distance of 185 feet to the north line of Section 9; thence North 89 degrees 11 minutes West, along said north line, a distance of 151 feet to the point of beginning, subject to a 20 foot easement lying west of and adjacent to the east line thereof.

AND

PID 08.00095.00

PARCEL 3

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34, Range 19, Chisago County, Minnesota, described as follows:

Commencing at the NW corner of said NW¼ of NW¼; thence South 0 degrees 00 minutes, assumed bearing, along the west line of said Sec. 9, 419.9 feet; thence South 89 degrees 14 minutes East, 130 feet, to the point of beginning; thence continuing South 89 degrees 14 minutes East, 534.5 feet, more or less, to the SW'ly highway right-of-way line of Trunk Highway No. 95; thence South 0 degrees 00 minutes, 110 feet; thence North 89 degrees 14 minutes West 534.5 feet, more or less, to a point lying South 0 degrees 00 minutes of the point of beginning; thence North 0 degrees 00 minutes, 110 feet, to the point of beginning.

WHEREAS, notice was provided and on November 7, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner and/or applicant, and invited members of the public to comment; and

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

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

Finding #1 *The Chisago County Comprehensive Plan does not directly address the proposed use; however, the Zoning Ordinance (development policy) suggests that the proposed use of Bulk Gas or Fuel Facility is an essential service and allows this use in all of the County's zoning districts with issuance of a Conditional 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 The proposed use of Bulk Gas or Fuel Facility is not a residential use and will therefore not require or create demand on such services / amenities as parks or schools. And, as a non-retail use, it won't require such services / amenities as sanitary facilities or off-street parking for customers. Access to the subject site will be gained from a well-established and well-maintained State highway (St. Croix Trail / TH 95) which the County believes can accommodate any amount of traffic generated from the proposed use. Therefore, the County finds that the proposed Bulk Gas or Fuel Facility use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;*
- Finding #3 The subject site is located within the County's Rural Village Center (RVC) District, a district with the stated purpose of providing areas that will allow for retail and service businesses. While the subject site is adjacent to three properties – to the northwest, west, and south – which are developed with dwellings and used for residential purposes, it appears, based on aerial imagery, that the proposed bulk tanks will be located approximately 400' from the closest of these dwellings and as much as approximately 580' from the farthest of these dwellings. The undeveloped land to the east appears to include a significant amount of wetland with the remaining high land being used for agricultural purposes. The County finds that the proposed use is reasonably distanced from adjacent development and land to mitigate any potential negative impacts.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;*
- Finding #4 The proposed Bulk Gas or Fuel Facility use will include two 30,000-gallon LP gas storage tanks. While these tanks will have a commercial / industrial appearance, due to intended purpose, size and scale, the County finds that the subject site is suitable and appropriate for this particular use. The site gains access from a well-traveled State highway (St. Croix Trail / TH 95) and its zoned Rural Village Center (RVC) District which is intended for retail and service businesses. Further, as a non-retail business which is intended to be a storage and loading facility and based on the application materials, the County finds that the subject site will remain substantially unchanged from present conditions. Therefore, the County finds that the proposed use will not have an appearance that will have or create adverse impacts to adjacent properties.*

- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Essential Services and Transmission Lines, including Bulk Gas or Fuel Facilities, as a Conditional Use in all zoning districts. Further, the subject site is zoned Rural Village Center (RVC) District which the Zoning Ordinance states is intended for retail and service businesses. Given that the Zoning Ordinance identifies the proposed use as an essential service and the subject site is intended for service businesses, the County finds that the proposed use is compatible with the overall land use goals of the County.*
-
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
-
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The subject site gains access from the well-established, well-maintained, and well-traveled St. Croix Trail / TH 95. Further, the subject site is located on a straight section of roadway which affords drivers entering and exiting the site with unobstructed views of the roadway and traffic and, conversely, other drivers on the road will have unobstructed views of Bulk Gas or Fuel Facility related vehicles entering and exiting the subject site. Further yet, the proposed use is not retail or commercial in nature, which would otherwise produce customer traffic, and is believed to produce minimal Bulk Gas or Fuel Facility related traffic. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion. The County notes that the Minnesota Department of Transportation, serving as Road Authority, did not provide the County with any comment on the proposed use prior to the November 7, 2024 public hearing.*
-
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Bulk Gas or Fuel Facility use will feature two 30,000-gallon LP gas storage tanks intended for liquid propane gas storage and to be used as a loading facility. Through implementation of conditions pertaining to glare, appearance and hours of operation, the County finds that any potential negative impacts associated with glare, appearance, and noise can be mitigated so as to prevent adverse impacts to nearby properties. These conditions are intended to address the appearance and on-going maintenance of the tanks, as well as any noise or disruption associated with any use-related traffic.*

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

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.
7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.
8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.

12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term "significant expansion or intensification" may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of "residential" tanks.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of November, 2024.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Conditional Use Permit for Bulk Gas or Fuel Facility

**Kale Wolff and Federated Co-ops, Inc.
18397 St. Croix Trail / TH 95
Shafer Township
PIDs 08.00099.00 and 08.00095.00**

Background

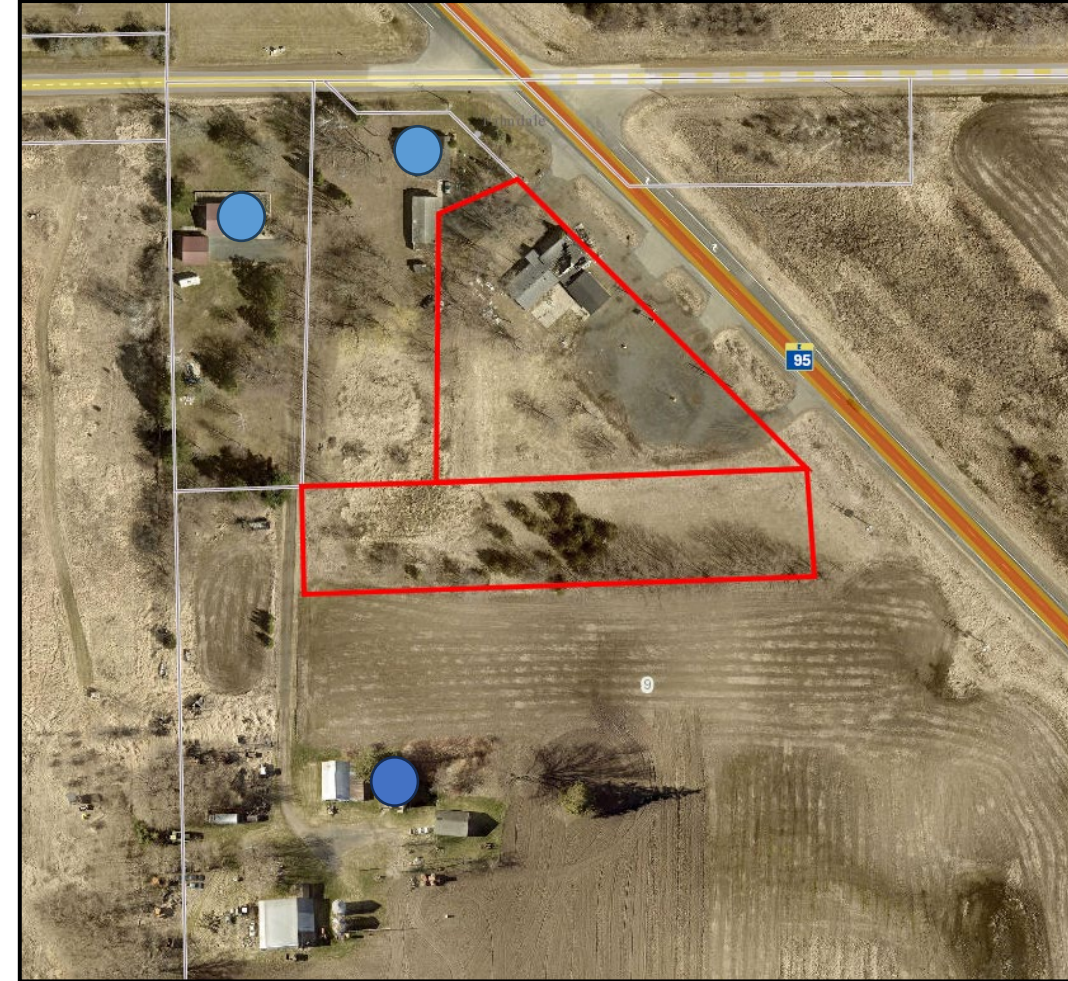
Property owner Kale Wolff and applicant Federated Co-ops, Inc. have applied for a CUP for Bulk Gas of Fuel Facility in order to locate two 30,000-gallon LP gas storage tanks on two parcels in the Rural Village Center (RVC) District.

Zoning Ordinance Section 4.05 (Essential Services and Transmission Services) states that Bulk Gas and Fuel Facilities are allowed in all of the County's zoning districts with issuance of a Conditional Use Permit.



Site Analysis

- The approximate 2.95±-acre subject area is located southwesterly of the intersection of St. Croix Trail / TH95 and 350th Street / CSAH 21 in Shafer Township.
- Topography includes fairly level elevations with sparse tree cover and no identified wetlands. Being that the site was previously developed for commercial purposes, the north subject parcel features nearly one-half acre of surfaced parking, with the balance of the parcel and the entire south parcel being covered by natural vegetation.
- The north parcel appears to have four access points from St. Croix Trail / TH 95; however, staff notes that the subject site does not have direct access to the roadway being that an adjacent parcel is situated between the subject site and the roadway. It's staff's understanding that the applicant is currently negotiating the purchase of or is in the process of purchasing land from the adjacent property owner, including the strip between the subject parcels and St. Croix Trail / TH 95.
- The two subject parcels are currently vacant but, historically, the north parcel was the site of the former CJ's Bar & Grill. The other two parcels within this RVC District are currently developed with dwellings and related detached accessory structures and all other surrounding properties, being within the AG District, appear to be developed for residential use and/or used for agricultural purposes. The blue dots on the adjacent image represent the three closest dwellings.



Proposal Analysis

Applicant Federated Co-ops, Inc. currently has one 30,000-gallon tank located at 15645 375th Street / CSAH 11 in Amador Township. The County granted a CUP for this use in August 1997 and, since 1997, the Almelund site has been further developed by the property owner for commercial / outdoor storage purposes by way of a CUP granted in December 2006.

Federated is now proposing to relocate the Almelund tank to the two subject parcels and add a second 30,000-gallon tank. The site will serve as a propane gas bulk plant storage and loading facility. The facility will be designed and used to receive propane gas by truck transport and to load trucks for local propane deliveries to residential, commercial, and agricultural customers in the surrounding area.

Chisago County Board of Commissioners
November 20th 2024



Amador Township Site

Proposal Analysis, Cont.

Application materials provide the following details:

- **Construction Details** –
 - Two sets of concrete piers and a common footing will be poured, and the two 30,000-gallon tanks will be placed onto the piers. The applicant has provided sketches of the footing and piers for reference.
 - A bobtail loading bulkhead with dual filling design will be installed along with all necessary equipment.
 - Once the plant is fully assembled, a security fence will be installed around the head end of the tanks and the bulkheads.
 - The tanks will be painted, and logos will be applied.
 - All required safety, warning, and communication signage will be installed along with proper locking devices.
 - Electrical service and lighting will be installed.
 - The site will be excavated / landscaped to provide proper drainage, aesthetics, safety and functionality for truck transportation. Given that the site is relatively level, very little grading will be required.
 - The facility will be designed and built to comply with all National Fire Protection Association (NFPA) guidelines as well as all State and local codes, regulations, and requirements.

Proposal Analysis, Cont.

- **Construction Timeline** – Construction of the proposed facility could begin shortly after County Board approval of the requested CUP. Pending building permit issuance and optimal conditions, the applicants reports that a facility of this size can be completed within 2-3 weeks.
- **Lighting** – The lighting plan indicates that minimal lighting is needed given that the trucks are equipped with lights which are used during loading and unloading. The plan includes the use of an existing 17' light pole. The pole will be retrofitted with two 150-watt LED type flood light fixtures, one on the westerly side of the pole and one on the easterly side. The westerly light will face down to illuminate the area below and to the west of the light pole. The easterly light will be articulated down and toward the tanks, illuminating the area from the pole to the tanks as well as the northern side of "tank #1". The lights will have sensors and be activated dusk to dawn. The existing 17' light pole is shown on the attached lighting plan.
- **Location of Tanks and Setbacks** – The site plan shows that the proposed tanks will be located in the southeasterly corner of the subject site, primarily situated on the southern parcel and slightly situated on the northern parcel. The site plan shows that the tanks will be located 60' from the easterly property boundary / 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and more than 200' from the northerly and west property boundaries. Staff notes that the RVC District currently has limited setback requirements, with no required setback from the State highway, a 10' side yard setback, and 30' rear yard setback.

Review Process



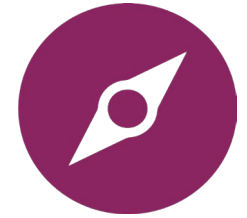
Technical Review Committee October 9, 2024

- The group discussed access to St. Croix Trail / TH 95 and the applicant's efforts to acquire land between the subject site and the roadway, and the proposed use of downcast LED lighting.
- The Committee did not identify any other immediate concerns.



Shafer Town Board October 10, 2024

While the Town Board did not specifically note on the Township Presentation Form whether it offered a recommendation of approval or denial, the Town Board did comment that the applicant should install downcast lighting and meet with fire departments to review the emergency plan.



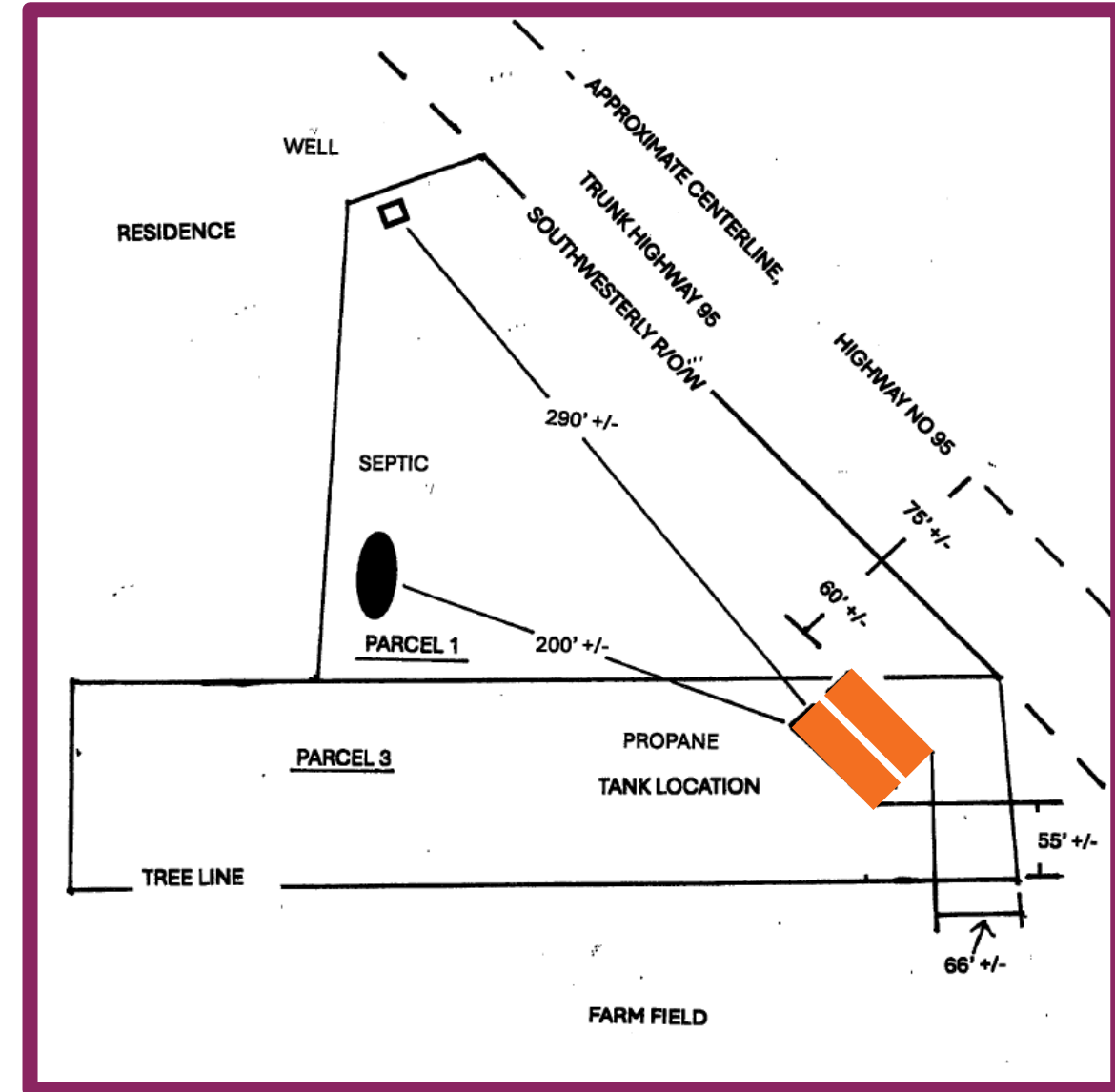
State Mandated Review Period

The 60-day review period will expire on November 29, 2024.

Staff Recommendation

Staff believes that the proposed Conditional Use Permit 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 CUP with draft Findings of Fact and recommended conditions.

Staff notes that the recommended conditions of approval do not include any conditions related to screening of the proposed use from adjacent properties. Staff recognizes that the proposed tanks would be difficult to screen; however, the Planning Commission may wish to address screening of other potential impacts, such as headlight wash. If the Commission believes that screening measures are appropriate and warranted, the Commission should further discuss specifications for such screening.



Staff Recommendation, Cont.

Recommended Condition Nos. 1 – 7 of 13:

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.
7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.

Staff Recommendation, Cont.

Recommended Condition Nos. 8 – 13 of 13:

8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term “significant expansion or intensification” may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of “residential” tanks.

Options

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(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 proposed Conditional Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.

Action Requested

Motion to adopt Resolution No. PC2024-1101, a resolution recommending approval of a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township, with Findings of Fact and conditions as presented or amended.

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1120- _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING A CONDITIONAL USE PERMIT ALLOWING A BULK GAS OR FUEL FACILITY ON
PROPERTY LOCATED AT 18397 ST. CROIX TRAIL / TH 95 IN SHAFER TOWNSHIP**

WHEREAS, property owner Kale Wolff and applicant Federated Co-ops, Inc. submitted an application dated received September 24, 2024 and considered complete on September 30, 2024 for a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township; and

WHEREAS, the subject site is located in the Rural Village Center (RVC) District; and

WHEREAS, the subject site is 2.95± acres in size (combined) and legally described as:

PID 08.00099.00

PARCEL 1

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 267.3 feet to the point of beginning; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence southeasterly, along said southwesterly highway right-of-way line, a distance of 431 feet, more or less, to the point of intersection with a line that bears South 89 degrees 14 minutes East from the point of beginning; thence North 89 degrees 14 minutes West, along said line, a distance of 397.2 feet to the point of beginning.

Together with an easement for the purpose of accessing well on property westerly of and adjacent to the tract described as follows, over, under and across that part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) of Section Nine (9), Township Thirty-four (34) North, Range Nineteen (19) West, Chisago County, Minnesota, described as follows: Commencing at the Northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 130 feet to the point of beginning; thence continuing South 89 degrees 14 minutes East, a distance of 137.3 feet; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence Northwesterly, along said southwesterly highway right-of-way line, a distance of 261 feet, more or less, to the north line of Section 9; thence North 89 degrees 11 minutes West, along said North line, a distance of 4 feet, more or less, to the point of intersection with a line that bears North 2 degrees 52 minutes East from the point of beginning; thence South 2 degrees 52 minutes West, along said line, a distance of 420 feet to the point of beginning.

Together with an easement for use of the well located on property described as follows, to-wit: Beginning at the Northwest corner of Section 9, Township 34 North, Range 19 West; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 185 feet; thence South 89 degrees 13 minutes East, a distance of 141.8 feet; thence North 2 degrees 52 minutes East, a distance of 185 feet to the north line of Section 9; thence North 89 degrees 11 minutes West, along said north line, a distance of 151 feet to the point of beginning, subject to a 20 foot easement lying west of and adjacent to the east line thereof.

AND

PID 08.00095.00

PARCEL 3

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34, Range 19, Chisago County, Minnesota, described as follows:

Commencing at the NW corner of said NW¼ of NW¼; thence South 0 degrees 00 minutes, assumed bearing, along the west line of said Sec. 9, 419.9 feet; thence South 89 degrees 14 minutes East, 130 feet, to the point of beginning; thence continuing South 89 degrees 14 minutes East, 534.5 feet, more or less, to the SWly highway right-of-way line of Trunk Highway No. 95; thence South 0 degrees 00 minutes, 110 feet; thence North 89 degrees 14 minutes West 534.5 feet, more or less, to a point lying South 0 degrees 00 minutes of the point of beginning; thence North 0 degrees 00 minutes, 110 feet, to the point of beginning.

WHEREAS, notice was provided and on November 7, 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 Conditional Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1101; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 20, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not directly address the proposed use; however, the Zoning Ordinance (development policy) suggests that the proposed use of Bulk Gas or Fuel Facility is an essential service and allows this use in all of the County's zoning districts with issuance of a Conditional 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 *The proposed use of Bulk Gas or Fuel Facility is not a residential use and will therefore not require or create demand on such services / amenities as parks or schools. And, as a non-retail use, it won't require such services / amenities as sanitary facilities or off-street parking for customers. Access to the subject site will be gained from a well-established and well-maintained State highway (St. Croix Trail / TH 95) which the County believes can accommodate any amount of traffic generated from the proposed use. Therefore, the County finds that the proposed Bulk Gas or Fuel Facility use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *The subject site is located within the County's Rural Village Center (RVC) District, a district with the stated purpose of providing areas that will allow for retail and service businesses. While the subject site is adjacent to three properties – to the northwest, west, and south – which are developed with dwellings and used for residential purposes, it appears, based on aerial imagery, that the proposed bulk tanks will be located approximately 400' from the closest of these dwellings and as much as approximately 580' from the farthest of these dwellings. The undeveloped land to the east appears to include a significant amount of wetland with the remaining high land being used for agricultural purposes. The County finds that the proposed use is reasonably distanced from adjacent development and land to mitigate any potential negative impacts.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Bulk Gas or Fuel Facility use will include two 30,000-gallon LP gas storage tanks. While these tanks will have a commercial / industrial appearance, due to intended purpose, size and scale, the County finds that the subject site is suitable and appropriate for this particular use. The site gains access from a well-traveled State highway (St. Croix Trail / TH 95) and its zoned Rural Village Center (RVC) District which is intended for retail and service businesses. Further, as a non-retail business which is intended to be a storage and loading facility and based on the application materials, the County finds that the subject site will remain substantially unchanged from present conditions. Therefore, the County finds that the proposed use will not have an appearance that will have or create adverse impacts to adjacent properties.*

- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Essential Services and Transmission Lines, including Bulk Gas or Fuel Facilities, as a Conditional Use in all zoning districts. Further, the subject site is zoned Rural Village Center (RVC) District which the Zoning Ordinance states is intended for retail and service businesses. Given that the Zoning Ordinance identifies the proposed use as an essential service and the subject site is intended for service businesses, the County finds that the proposed use is compatible with the overall land use goals of the County.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The subject site gains access from the well-established, well-maintained, and well-traveled St. Croix Trail / TH 95. Further, the subject site is located on a straight section of roadway which affords drivers entering and exiting the site with unobstructed views of the roadway and traffic and, conversely, other drivers on the road will have unobstructed views of Bulk Gas or Fuel Facility related vehicles entering and exiting the subject site. Further yet, the proposed use is not retail or commercial in nature, which would otherwise produce customer traffic, and is believed to produce minimal Bulk Gas or Fuel Facility related traffic. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion. The County notes that the Minnesota Department of Transportation, serving as Road Authority, did not provide the County with any comment on the proposed use prior to the November 7, 2024 public hearing.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Bulk Gas or Fuel Facility use will feature two 30,000-gallon LP gas storage tanks intended for liquid propane gas storage and to be used as a loading facility. Through implementation of conditions pertaining to glare, appearance and hours of operation, the County finds that any potential negative impacts associated with glare, appearance, and noise can be mitigated so as to prevent adverse impacts to nearby properties. These conditions are intended to address the appearance and on-going maintenance of the tanks, as well as any noise or disruption associated with any use-related traffic.*

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

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.
7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.
8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing

and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term "significant expansion or intensification" may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of "residential" tanks.

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: November 20, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 8
Title of Item for Consideration: Behrant Miller & Samantha Riehm Interim Use Permit – Contracting Business	
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 Behrant Miller & Samantha Riehm are requesting an Interim Use Permit (IUP) to allow a Contracting Business owned and operated by them at their property. The proposed business, known as East Central Masonry, LLC offers chimney and masonry services. The 40 +/- acre subject property is located at the 42895 Daisy Avenue in Fish Lake Township (PID #03.00538.00). At their meeting of November 7, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Interim Use Permit with conditions, per Resolution No. PC2024-1102. 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 November 29, 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 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 Behrant Miller & Samantha Riehm Interim Use Permit (IUP) to allow a Contracting Business. The following is the suggested language for the	

motion:

“Move to Approve Resolution No. 24/1120____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving Behrant Miller & Samantha Riehms Interim Use Permit (IUP) request to allow a Contracting Business known as East Central Masonry, LLC on their 40 +/- acre property at 42895 Daisy Avenue in Fish Lake Township (PID #03.00538.00).”

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 _____

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: After-the-Fact Interim Use Permit for Contracting Business Owned and Operated by Persons Residing at the Property
 42895 Daisy Avenue, Fish Lake Township
 DATE: November 7, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Interim Use Permit (IUP) allowing a Contracting Business Owned and Operated by Persons Residing at the Property in the Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Property Owner(s): Behrant Miller & Samantha Riehm
 Applicant(s): Behrant Miller
 General Location: 42895 Daisy Avenue
 Fish Lake Township
 Section 35, Township 36, Range 22
 PID: 03.00538.00
 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
 Date Application Received: September 25, 2024
 Date Application Complete: September 30, 2024
 60-Day Review Period: November 29, 2024



BACKGROUND

Property owners Behrant Miller & Samantha Riehm have applied for an after-the-fact IUP allowing a Contracting Business Owned and Operated by Persons Residing at the Property (Contracting Business) on 40± acres in the Agricultural (AG) District. The business is known as East Central Masonry, LLC.

SITE ANALYSIS

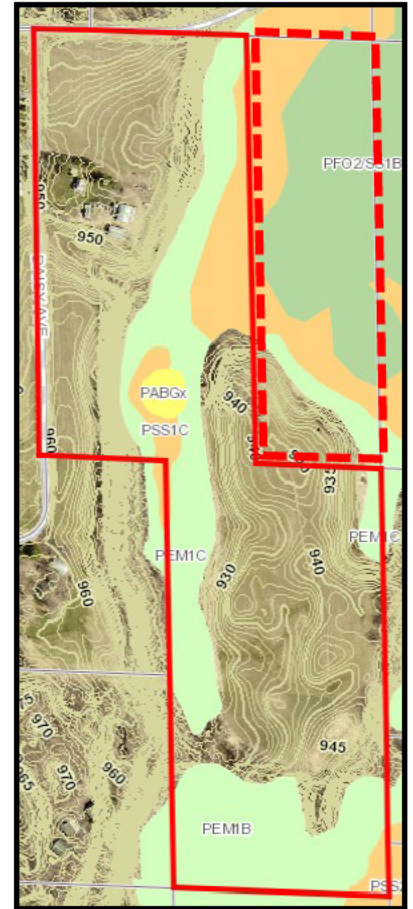
The 40± acre subject site is located at the southeast corner of Daisy Avenue and 430th Street in Fish Lake Township. Topography of the site includes elevations ranging significantly from 922' to 962'; approximately 15-16 acres of wetlands (per the National Wetland Inventory); and, pockets of tree cover. The top adjacent image shows elevations as yellow lines and wetland areas as solid shading.

The site has been developed with a dwelling and multiple detached accessory structures which are shown and labeled on the attached site plan. The structures are generally situated in the northwest corner of the subject site, with the shortest distance between the structures and 430th Street being approximately 440'-450' and the shortest distance between the structures and Daisy Avenue being approximately 100'-105'. The blue dots on the bottom adjacent image represent what staff believes to be the closest neighboring dwellings.

The subject site is located in the AG District and is entirely surrounded by the AG District. Properties in the general area range significantly in size from 5 acres to nearly 100 acres, with the majority of properties currently used for residential and/or agricultural purposes. The general area appears to be heavily wooded with a significant amount of wetlands. Staff notes that the property owners also own an 11.75-acre parcel immediately east of the subject site (shown outlined in a red dashed line in the adjacent images).

PROPOSAL ANALYSIS

The attached written narrative explains that property / business owner Behrant Miller is a masonry contractor and chimney sweep, specializing in chimney restoration and repair. Other business activities include fireplace restoration and repair, masonry related to new residential and commercial construction, residential and commercial masonry repair, and fireplace and stove installations.



The application materials offer the following details about East Central Masonry, LLC:

- Employees -
 - The business is owned and operated by property owner / applicant Behrant Miller who resides on the subject site.
 - There are currently no employees other than Miller, and there is no mention of future employees.
- Scope of Business Activity -
 - As a Contracting Business, the majority of work occurs off-site and customers do not visit the subject site. However, excess materials are sold and the buyers of these materials will come to the subject site to retrieve their purchases.
 - Business activity which takes place on-site includes loading / unloading of trucks and trailers; small-scale concrete casting for chimney crowns and other precast concrete applications; organizing of tools, equipment, and materials; occasional cutting of materials; and, office work.
 - Deliveries made to the subject site for business activity are most typically made by box truck as opposed to semi-truck. The written narrative notes that there have been semi-truck deliveries in the past; however, these deliveries were unrelated to the proposed business activity and were instead for agricultural or personal use. It's unclear how often deliveries are made to the subject site.
 - The property owners don't have any intention of growing the business on-site. If they decide to grow the business, the written narrative explains that the business will relocate to a commercial property.
- Hours of Operation -
 - Off-site work typically occurs Monday through Friday with an occasional Saturday. Business owner Miller states that he will typically leave the subject site between 3:00 am and 7:00 am, but there does not appear to be any standard time of return.
 - The written narrative does not offer any established hours of operation for on-site work. Business owner Miller notes that "work on site occurs whenever, doing masonry work is as a part of my life as anything else is". Additionally, loading of the truck and/or trailer typically occurs upon arrival home or in the evening.
- Buildings / Structures -
 - Based on the application materials, it appears that most of the indoor business-related activity occurs within the dwelling (office work) and the structures labeled "D" and "E". Structure "D" is described as storing the truck used for business purposes, tools, mortar, concrete, chimney liners, and other miscellaneous items. Structure "E" is described as being used for equipment maintenance and small-scale concrete casting.
 - Based on the written narrative, it appears that the business currently utilizes a conex box (aka, shipping container) for storage of tools and supplies. While the business

owner states that he intends to remove the conex box from the subject site, he also states that he intends to move it to be south of structure "D". Being that the County does not currently allow the use of conex boxes, staff has included a recommended condition of approval which would require that the box be removed within six months of IUP approval, unless the adopted Zoning Ordinance allows storage containers and the use complies with all established requirements.

- Materials and Equipment Stored On-Site –
 - Exterior / outdoor storage of materials includes brick, block, stone, flue tiles, rebar, and miscellaneous reinforcement materials. It isn't clear where these materials are stored; however, aerial imagery shows that materials *may* be located between structures "B" and "E" and immediately east of structure "D".
 - Indoor storage of materials includes mortar, firebrick, chimney liners, chimney forms, concrete, and fasteners.
 - The business owner also indicates that pallets are stored on-site until there is a large enough quantity (approximately 40–60) at which time they're taken to a jobsite to be picked up by a third party. It isn't clear whether these pallets are stored outdoors or indoors.
 - The following pieces of equipment are stored on-site: trucks (typically parked inside the barns), skidsteer (typically stored inside the barn and also used for agricultural purposes), trailers, tools, and scaffold. It isn't clear if the trailers, tools, and scaffold are stored indoors or outdoors.
 - The written narrative explains that the business may acquire additional equipment in the future, including aerial manlift, trailer(s), forklift, truck(s), and mini excavator (which may also be used for agricultural purposes and personal use).
- Trash Disposal –
 - The business owner typically hauls business-related refuse to dumpsters located on job sites or he uses his smaller personal garbage and recycling receptacles which are serviced by LePage & Sons.
 - The business owner notes that he intends to get a small dumpster to be used for agricultural, personal, and business use, and the dumpster is proposed to be located between the structures which are labeled "B", "D", and "E" on the attached site plan. The business owner also intends to construct a masonry trash enclosure for this dumpster, but the exact location has not yet been selected.
- Setbacks from Neighboring Properties – The attached site plan appears to show a boundary drawn around all business activity which takes place outside of the dwelling. The site plan also shows approximate dimensions between this boundary and adjacent property boundaries, including:
 - North – Approximately 400' to north property boundary / 430th Street.

- South – Approximately 580' to (northernmost) south property boundary as reported on the site plan; staff believes it may be closer to 650'.
- East – Approximately 270' to (northernmost) east property boundary; staff notes that the property owners / applicant also own the property immediately east of this property boundary.
- West – Approximately 270' to west property boundary / Daisy Avenue as reported on the site plan; staff notes that the shortest distance between the business activity boundary and the west property boundary may be closer to 150' (as measured from the east side of structure "B").
- Visual Screening – The application materials include a Visual Screening plan. The plan indicates that the business owner intends to install the following for screening purposes:
 - Two staggered rows of 2' tall white pine trees planted 13' apart adjacent to Daisy Avenue and 430th Street. The proposed quantity is 100 trees. If planted 16' apart, the proposed quantity would be reduced to 85 trees. The reported cost estimate for 100 – 2' tall trees is \$6,000. The business owner states that, if required to plant 6' tall trees, the cost estimate increases to \$25,000–\$30,000. The estimated time for 2' tall trees to reach 6' in height is three years.
 - Two staggered rows of bareroot black walnut trees planted 14' apart along the driveway / storage lot in spring 2025. Tree tubes will be used to protect the trees and aid in their growth. The proposed quantity is 52 trees.
 - The Visual Screening plan includes a site plan showing the areas where the white pines and black walnuts are proposed to be planted.

REVIEW PROCESS

The Technical Review Committee met with property / business owner Behrant Miller on October 9, 2024. The group discussed the business, possible methods and the purpose for screening, and, given that the written narrative describes use of a conex box for storage of supplies and tools, staff noted that the County currently prohibits the use of shipping containers. The Committee did not identify any other immediate concerns.

The Fish Lake Town Board considered the request at its October 14, 2024 meeting and recommended approval with no conditions or comments.

The application was submitted on September 25, 2024 and deemed complete on September 30, 2024. The State mandated 60-day review period expires on November 29, 2024.

WRITTEN TESTIMONY

As of completion of the staff report, the County received written testimony from Lynn Medved & Chris Hanson of 2840 430th Street (property directly north of subject site).

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 identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas ..." (see page 9-9), and, generally speaking, offers broad support and encouragement for identified commercial activities within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.*

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

Finding #2 *The proposed Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on Daisy Avenue, 430th Street, or surrounding roadways; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, the Fish Lake Town Board, serving as Road Authority, did not identify any concerns with the proposed use in relation to Daisy Avenue, 430th Street, or other surrounding Township roads following its review of the request on October 14, 2024.*

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

Finding #3 *The subject site is 40± acres in size and, based on the submitted application materials and aerial imagery, the proposed business activity will be located approximately 400' to the north property boundary / 430th Street, approximately 650' to the (northernmost) south property boundary, approximately 270' to the (northernmost) east property boundary, and approximately 150' to the west property boundary / Daisy Avenue. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in screening the proposed use from adjacent and future development.*

- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Contracting Business will utilize existing structures for office, storage, fabrication, and maintenance purposes as well as utilize land immediately adjacent to these structures for outdoor storage of certain materials. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in mitigating potential negative impacts associated with the appearance of the proposed use.*
-
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The Chisago County Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District; therefore, the County finds that the proposed use complies 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 *The stated purpose of the Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through nine specific objectives. Additionally, the Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District. Through close evaluation of the request and the establishment of conditions of approval, the County finds that the proposed use is consistent with the purposes of the Zoning Ordinance and, more specifically, with the purposes of the Agricultural District.*
-
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *Being that the proposed use does not include any employees outside of the property owner(s) and customer traffic would be limited to the occasional sale of excess materials, the County does not believe that there will be an appreciable increase in daily traffic to and from the subject site. Further, the County believes that the implementation of a condition related to business related deliveries, there will be minimal impact to the surrounding area. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, the Fish Lake Town Board, serving as Road Authority, did not identify traffic hazards or congestion as a concern following its review of the request on October 14, 2024.*

- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *While the Chisago County Planning Commission received public testimony during the November 7, 2024 public hearing related to concerns about potential negative impacts related to appearance, screening, truck traffic, and noise, the County finds that the implementation of conditions related to screening, deliveries, and hours of operation will aid in mitigating potential negative impacts related to noise and general unsightliness. Further, the County finds no evidence to suggest that the proposed use would impact nearby properties by intrusion of glare.*

STAFF RECOMMENDATION

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

Staff notes that, in an effort to address potential negative impacts to surrounding properties / property owners, the recommended conditions of approval include the establishment of hours of operation, limiting the timing of deliveries, and additional screening measures. In regard to screening, the Planning Commission will see that staff has provided two possible options for the Commission's consideration (condition nos. 5c and 5d); it is not staff's intent to recommend both options. These conditions, and all other conditions, are intended to be a starting point for the Planning Commission's consideration, and further refinement may be appropriate after hearing from the property owner(s) / applicant and receiving public testimony.

Recommended Condition(s):

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25, 2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business

activity taking place off-site.

3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
 - a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
 - b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
 - c. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date, as follows:
 - i. North Property Boundary / 430th Street – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 375'-400' stretch); and
 - ii. West Property Boundary / Daisy Avenue – From the north property boundary / 430th Street southerly to the (northernmost) south property boundary (an approximate 1,300' stretch, less existing tree cover west of the existing structures); and
 - iii. South Property Boundary – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 120'-130' stretch).

-5c OR 5d-

- d. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date to fully encompass all structures and land used for Contracting Business activity. The permit holder shall submit an updated landscaping plan for review and approval by the Chisago County Department of Environmental Services prior to installation. The updated plan should indicate the specific screening method(s) (i.e., fence and/or tree specifications) and illustrate the screening boundary.
 - e. Screening shall be fully installed within one year of the date of Interim Use Permit approval.
6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.

7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow storage containers and the use complies with all established requirements.
8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled “D” on the approved site plan, and the construction of this addition shall be allowed with this approval so long as it’s constructed in compliance with all applicable codes and regulations.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County’s Zoning Ordinance 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: The Commission will need to include specific finding(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 proposed Interim Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.

4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1102, a resolution recommending approval of an Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials
 - a. Application
 - b. Written narrative
 - c. Images of potential equipment
 - d. Site plan
 - e. Aerial image showing boundary of Contracting Business activity
 - f. Visual screening plan
2. Written testimony from Lynn Medved & Chris Hanson
3. Aerial photo (1) – subject site
4. Aerial photo (2) – vicinity map
5. Draft Resolution No. PC2024-1102



Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 24-1991

Township Fish Lake S/T/R 35/36/22 PID# 03.00538.00

Project Address 42895 Daisy Ave Harris, MN 55032

Property Owner(s) Behrnt J. Miller

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Applicant(s) Behrnt J. Miller

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)

IUP for masonry business (CONTRACTING BUSINESS OWNED +
OPERATED BY PERSONS RESIDING AT
THE PROPERTY (B6))

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

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

BTM
Applicant Signature

Date of Application

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

Fees		Dates	
Base Fee	<u>AFTER-THE-FACT \$1,300-</u>	Application Received	<u>9-25-24</u>
Recording Fee	<u>(CODE ENF.) \$46-</u>	Application Complete	<u>9-30-24</u>
Plat Fee - No Road(s) / With Road(s)	\$ _____	60 / 120 Day Review Period	<u>11-29-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ _____		
TOTAL FEE	<u>\$1,346-</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Fish Lake S/T/R 35/36/22 PID# 03.00538.00

Project Address 42895 Daisy Ave Harris, MN 55032

Property Owner(s) Behrnt J. Miller

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Applicant(s) Behrnt J. Miller

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)

IUP for chimney/masonry business (CONTRACTING BUSINESS OWNED & OPERATED BY PERSONS RESIDING AT THE PROPERTY)

[Signature]
Applicant Signature

Date of Application

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

Date of County Public Hearing Nov 7, 2024

Date of Township Presentation OCT 14, 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

[Signature] [Signature] [Signature]

Written narrative

Business name: East Central Masonry LLC

Who I am: My name is Behrant J. Miller, I am a masonry contractor as well as a chimney sweep with passions rooted in many different fields. Growing up I was raised by a masonry contractor and have been doing masonry my whole life. When not doing masonry I spend time with my family, raise bees, practice forestry and trap beaver. Some of the equipment and materials on site are used for these activities in addition to their use for my masonry contracting business.

What we do:

1. We are a small masonry contractor that specializes in chimney restoration, repairs
2. Fireplace restoration, repairs
3. New build commercial/residential masonry construction
4. Commercial and residential masonry repairs.
5. Fireplace/stove installations.
6. Chimney sweeping.

We have zero employees at this time.

Majority of our work occurs offsite. Customers do not come to our location, with the exception of people that come to purchase excess materials I put on Facebook marketplace in efforts to offset the costs related to site work. The semis that brought this to attention were for work unrelated to this IUP; the semis were for materials for a retaining wall for site prep in anticipation of a potential future building erection for either myself or a future property owner. For East Central Masonry I have never had a semi come on site, that isn't to say that it couldn't ever happen but I don't foresee it ever being a regular occurrence unless my chimney liner distributor no longer ships via box truck and uses a semi instead. All other semi deliveries to this location have been for East Central Farms or personal use.

Typically if I need a delivery to my location it is either a box truck. There never has been but there is potential that a single unit flat bed truck might make a delivery in the future, if it is the case it would be very rare.

We don't have any intentions for much on site growth, just doing as we have been doing. If time for growth ever occurs I would like to purchase a commercial lot somewhere and develop it into something but that would be many years down the road. Focusing on growing my homestead and family is a priority at this time.

Work that would occur on site:

1. Loading/unloading truck(s) and trailer(s)
2. Small scale concrete casting for chimney crowns or other precast concrete applications
3. Organizing of tools, equipment, and materials
4. Occasional cutting of materials
5. Office work

Hours of operation. We don't necessarily have hours of operation on site since the majority of work is done off site and this business is operated as a side occupation in addition to my full time job.

I work off site typically M-F with an occasional Saturday. Typically I will leave for either work or my own jobs anywhere from 3-7am, it all depends on where I need to be and at what time in the morning I need to be there. Time I arrive back could be anywhere from morning until after dark. It depends on the projects I am working on, when and where. Majority of days are sometime between 3-7pm but it varies drastically. If I need to load my truck/trailer it occurs first when I get home during the week or it occurs the evening before I have to go to work.

Work on site occurs whenever, doing masonry work is as a part of my life as anything else is. It is thoroughly enjoyable for me to be able to wake up and look at my materials and equipment and plan projects accordingly. I grew up in the same type of environment and want to raise my children amongst it as well so they can learn indirectly as time goes on.

Materials that are stored on site:

1. Exterior- Brick, block, stone, flue tiles, rebar/misc reinforcement materials
2. Interior- Mortar, firebrick, chimney liners, chimney forms, concrete, fasteners etc.
3. Pallets, we have to pay a deposit on pallets so I try to pile them up until I have 40-60 and then I bring them to a jobsite to be picked up by our block/mortar supplier.

Equipment stored on site:

1. Truck(s) (typically parked inside the barns)
2. S250 skidsteer (typically stored in barn) used for work and farm use
3. Trailers
4. Tools
5. Scaffold

Majority of equipment maintenance is done off site.

Potential future equipment: Aerial manlift, trailer(s), forklift, truck(s), mini excavator(mostly for farm and onsite use)

Trash disposal:

Typically haul to on site dumpsters at job sites or use current small scale garbage/recycling receptacles through Lepage. Intend to get small dumpsters for farm, business, and personal use and store between buildings B, D, and E noted in the site plan. I would like to erect a masonry trash enclosure for this use but choosing a location that works with the future visions of the property is making it difficult to choose a specific location that doesn't interfere with future projects.

Buildings on site and their usage:

Building A: Primary residence. Live here, minor office work and farm sales.

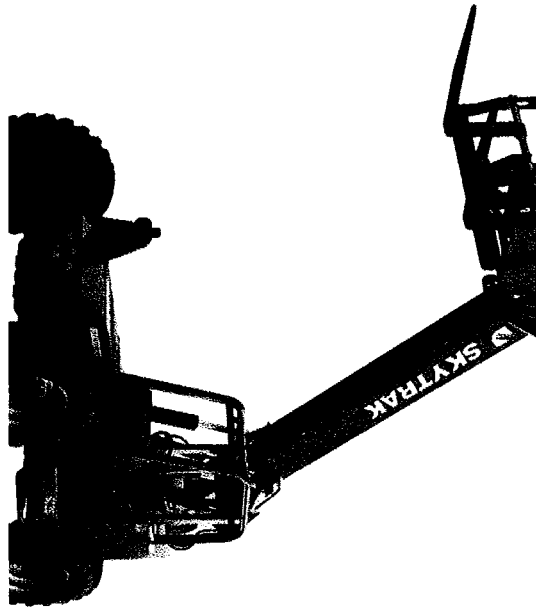
Building B: Shed, used for personal storage and farm tool storage

Building C: Bee barn, used for raising bee hives

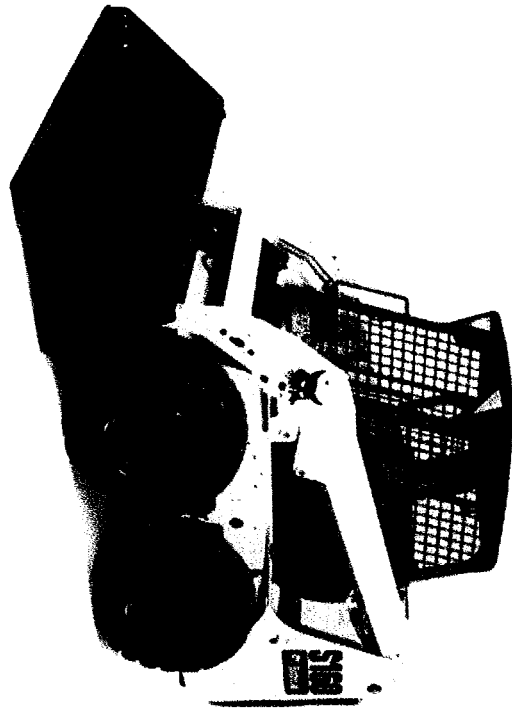
Building D: Pole barn, personal storage and park my work truck inside, minor tool storage, dry storage for mortar, concrete, chimney liners and other misc materials.

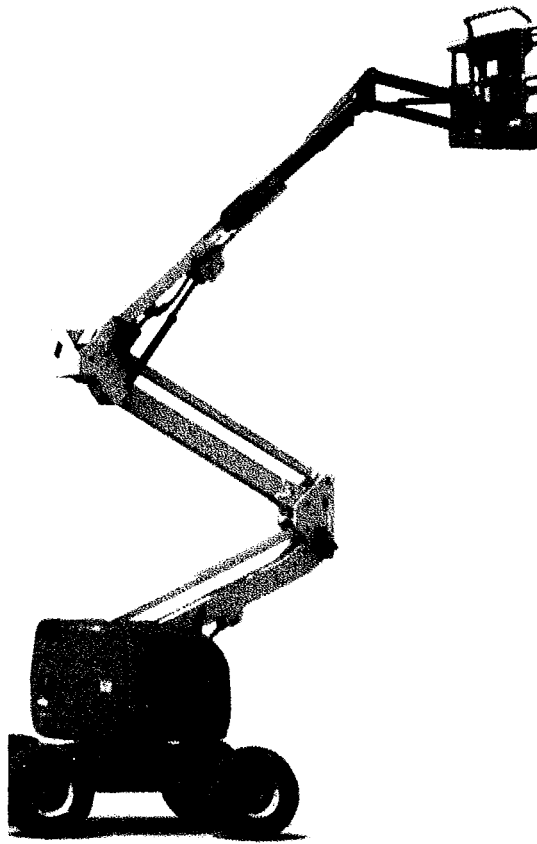
Building E: Shop, personal storage, trapping storage, bee equipment storage, fur storage, woodworking/blacksmithing/mechanic tools, park truck in here. If I do equipment maintenance on site it typically occurs here. Small scale concrete casting as needed.

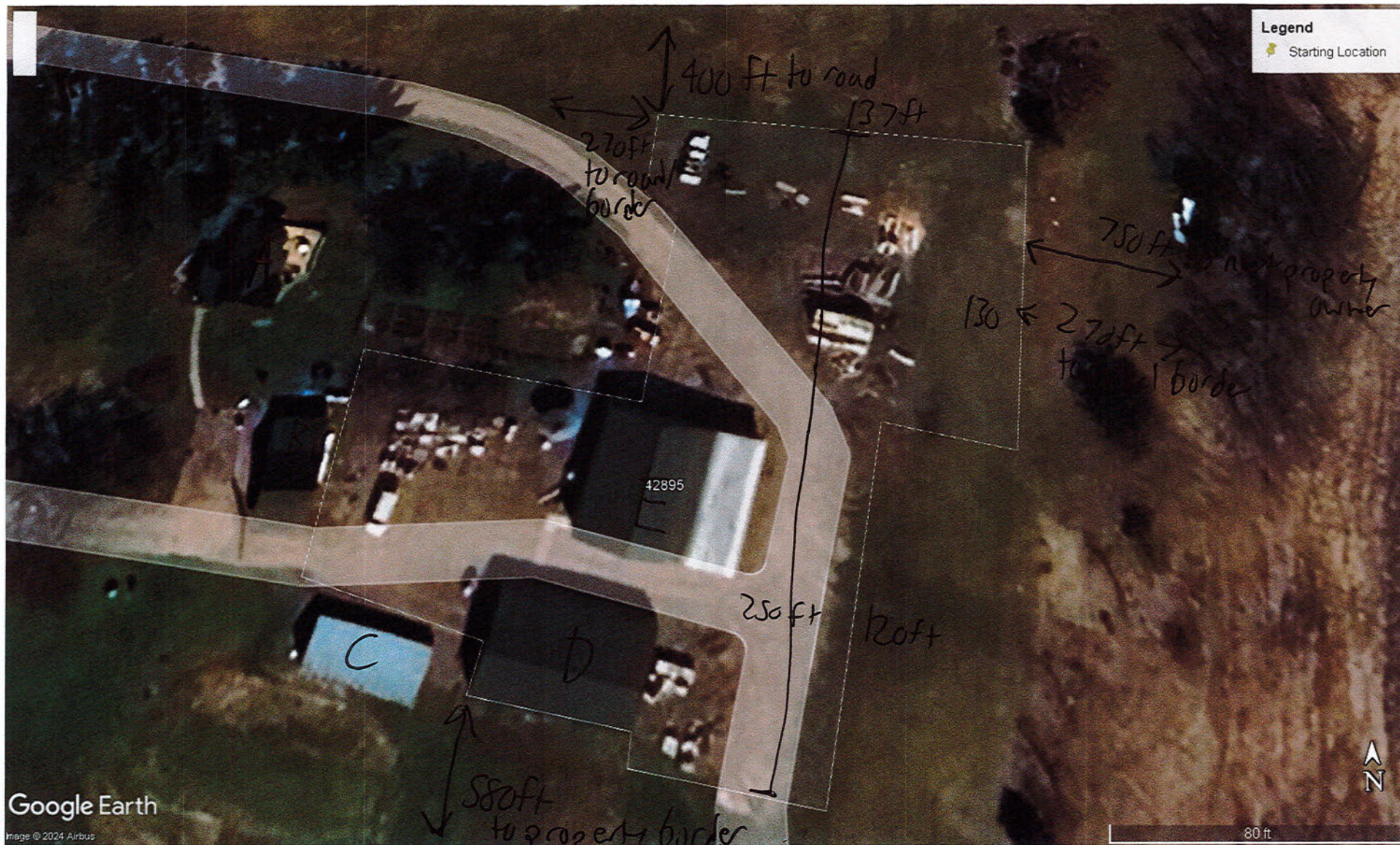
Connex: Aim to move this to the south side of Building D, used for misc supplies and tools. Desire to get rid of as soon as space allows such. Would like to do a lean to addition off the south side of Building D once site works allows such and at that time remove the connex from the site.



Potential equipment







Building

A: Primary residence

B: Shed (there is another small garden shed in front yard)

C: Bee barn

D: Work barn

E: Shop



Visual screening

Along Daisy Ave and 430th Street I plan to plant two staggered rows of 2' tall white pines 13' feet apart, with 13' tree spacing. Quantity is approximately 100 trees. 16' spacing is 85 trees.

In 2022 I planted 265 Norway spruce along the entirety of my property along Daisy and 430th but due to 2 years of drought the majority perished and the remainder I mowed down to start anew. I planted Norway Spruce because they matched the trees around my home, I wanted to white pines but tried to match existing. I took the die off as being told to switch to my desire for white pines. My intentions were to purchase bare root white pines through the state nursery this fall and plant via my planter in spring of 2025 but due to the pressing issue of getting them planted I intend to purchase 100 2' white pines through Wolcyn's and paying them to plant. Approximate price to plant through this method is 6,000.00, I could do bare root white pines from the state nursery for under 1,000.00. If I had to plant 6' tall the price would be approximately 25-30,000.00 and is inaffordable, this is why I am choosing to do 2' trees. Estimated time for the 2' to become 6' is 3 years.

I intend to plant bareroot black walnuts along my driveway/storage lot spring 2025. Intend to use tree tubes to aid them in getting to 6'. Uncertain on exact spacing at this time, currently thinking staggered on 14'. Plan on two rows, approximately 52 trees in total.

This tree planting plan was my intention for this property prior to this IUP application and would not like to veer away from the plan.



Legend



Untitled Polygon

St

430th St

430th St

White pine

White pine

Daisy Ave

White pine

Black walnut

Black walnut

Google Earth

Image © 2024 Airbus



400 ft

Beth M. Gervais

From: Lynn Medved [REDACTED]
Sent: Friday, October 18, 2024 2:12 PM
To: Beth M. Gervais
Cc: Chris Hanson
Subject: 11-7-24 Public hearing

This is an external email message!

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

Good afternoon Beth,

We are writing in response to the notice we received for the property owners Behrant Miller & Samatha Riehm located at 42895 Daisy Ave in Fish Lake Township. We have recently moved in to the property across the street from this residence and we are not in favor of this turning into a commercial property. We live in the country to enjoy the quiet and nature not to have loud trucks coming and going and having to look at hear all the things that come along with a masonry company.

If the proposal goes through, we would hope that at very least the property owners should be required to put up a privacy fence so those of us around do not have to look at the concrete blocks, heavy equipment, etc that is sitting on the property. Also, there should be a noise ordinance in effect during typical business hours so we don't have large trucks coming in and out of the neighborhood early morning or late evening all days of the week.

Thank you for your time,

Lynn Medved and Chris Hanson
2840 430th St
Harris, MN 55032

Behrant Miller & Samantha Riehm – 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).



Behrant Miller & Samantha Riehm – 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).



RESOLUTION NO. PC2024-1102

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING A CONTRACTING BUSINESS
OWNED AND OPERATED BY PERSONS RESIDING AT THE PROPERTY ON PROPERTY LOCATED AT
42895 DAISY AVENUE IN FISH LAKE TOWNSHIP**

WHEREAS, property owners Behrant Miller & Samantha Riehm submitted an application dated received September 25, 2024 and considered complete on September 30, 2024 for an after-the-fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township; and

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

WHEREAS, the subject site is 40± acres in size and legally described as:

PID 03.00538.00

The Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) EXCEPTING THEREFROM the West 16 ½ rods thereof and the East 23 ½ rods thereof, Section 35, Township 36, Range 22, Chisago County, Minnesota.

AND

The East one-half of the Southwest Quarter of the Northeast Quarter (E ½ of SW ¼ of NE ¼), Section 35, Township 36, Range 22, Chisago County, Minnesota.

WHEREAS, notice was provided and on November 7, 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 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 identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas ..." (see page 9-9), and, generally speaking, offers broad support and encouragement for identified commercial activities within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.*

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

- Finding #2 The proposed Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on Daisy Avenue, 430th Street, or surrounding roadways; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, the Fish Lake Town Board, serving as Road Authority, did not identify any concerns with the proposed use in relation to Daisy Avenue, 430th Street, or other surrounding Township roads following its review of the request on October 14, 2024.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;*
- Finding #3 The subject site is 40± acres in size and, based on the submitted application materials and aerial imagery, the proposed business activity will be located approximately 400' to the north property boundary / 430th Street, approximately 650' to the (northernmost) south property boundary, approximately 270' to the (northernmost) east property boundary, and approximately 150' to the west property boundary / Daisy Avenue. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in screening the proposed use from adjacent and future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;*
- Finding #4 The proposed Contracting Business will utilize existing structures for office, storage, fabrication, and maintenance purposes as well as utilize land immediately adjacent to these structures for outdoor storage of certain materials. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in mitigating potential negative impacts associated with the appearance of the proposed use.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;*
- Finding #5 The Chisago County Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District; therefore, the County finds that the proposed use complies 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 The stated purpose of the Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through nine specific objectives. Additionally, the Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District. Through close evaluation of the request and the establishment of conditions of approval, the County finds that the proposed use is consistent with the purposes of the Zoning Ordinance and, more specifically, with the purposes of the Agricultural District.

Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 Being that the proposed use does not include any employees outside of the property owner(s) and customer traffic would be limited to the occasional sale of excess materials, the County does not believe that there will be an appreciable increase in daily traffic to and from the subject site. Further, the County believes that the implementation of a condition related to business related deliveries, there will be minimal impact to the surrounding area. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, the Fish Lake Town Board, serving as Road Authority, did not identify traffic hazards or congestion as a concern following its review of the request on October 14, 2024.

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8 While the Chisago County Planning Commission received public testimony during the November 7, 2024 public hearing related to concerns about potential negative impacts related to appearance, screening, truck traffic, and noise, the County finds that the implementation of conditions related to screening, deliveries, and hours of operation will aid in mitigating potential negative impacts related to noise and general unsightliness. Further, the County finds no evidence to suggest that the proposed use would impact nearby properties by intrusion of glare.

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

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25, 2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete

casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.

3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
 - a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
 - b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
 - c. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date, as follows:
 - i. North Property Boundary / 430th Street – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 375'-400' stretch); and
 - ii. West Property Boundary / Daisy Avenue – From the north property boundary / 430th Street southerly to the (northernmost) south property boundary (an approximate 1,300' stretch, less existing tree cover west of the existing structures); and
 - iii. South Property Boundary – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 120'-130' stretch).

~~-5c OR 5d-~~

- d. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date to fully encompass all structures and land used for Contracting Business activity. The permit holder shall submit an updated landscaping plan for review and approval by the Chisago County Department of Environmental Services prior to installation. The updated plan should indicate the specific screening method(s) (i.e., fence and/or tree specifications) and illustrate the screening boundary.
- e. Screening shall be fully installed within one year of the date of Interim Use Permit approval.

6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.
7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow storage containers and the use complies with all established requirements.
8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled “D” on the approved site plan, and the construction of this addition shall be allowed with this approval so long as it’s constructed in compliance with all applicable codes and regulations.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of November, 2024.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Interim Use Permit for a Contracting Business Owned and Operated by Persons Residing at the Property

**Behrant Miller & Samantha Riehm
42895 Daisy Avenue
Fish Lake Township
PID 03.00538.00**

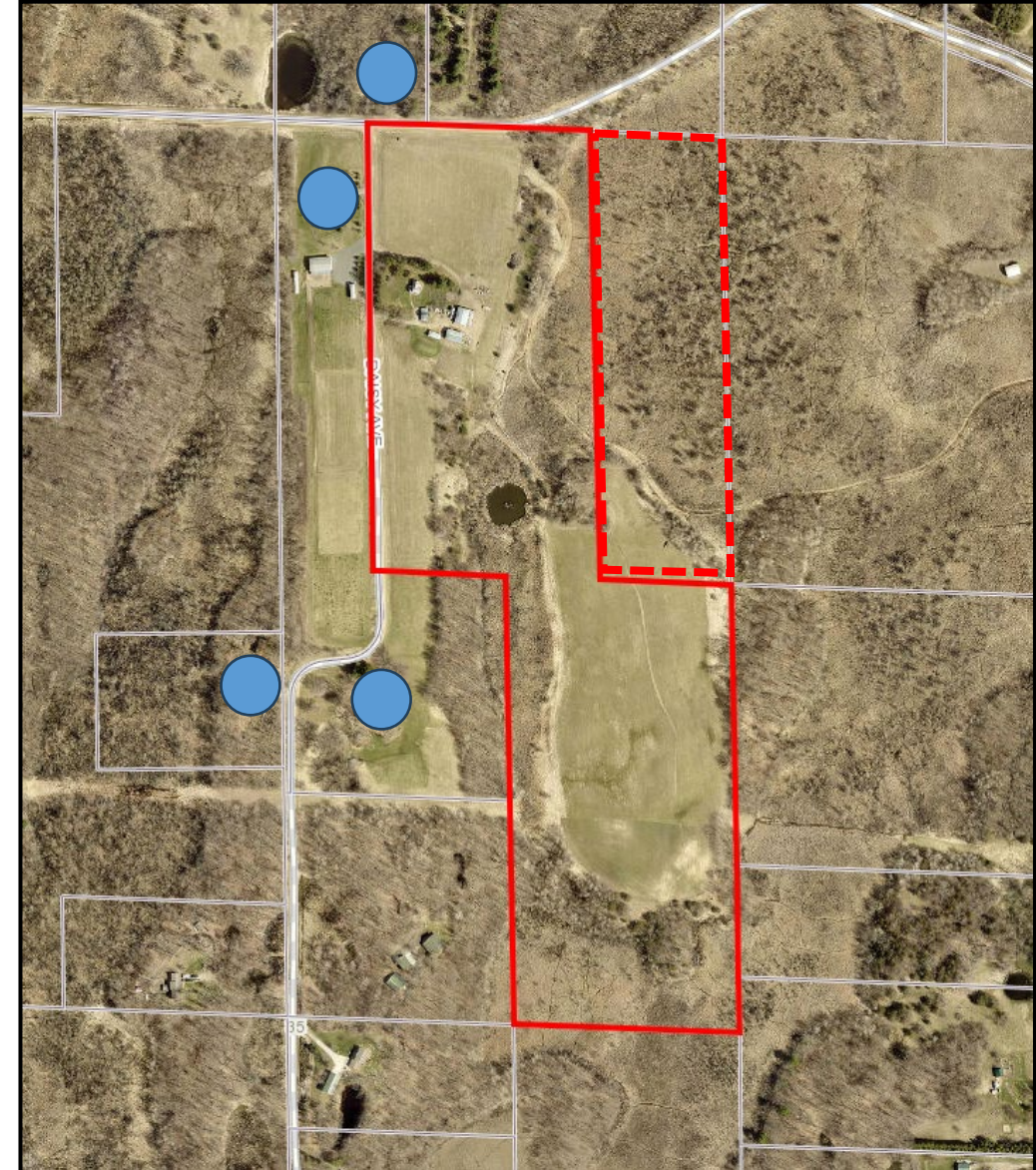
Background

Property owners Behrant Miller & Samantha Riehm have applied for an after-the-fact IUP allowing a Contracting Business Owned and Operated by Persons Residing at the Property on 40± acres in the Agricultural (AG) District. The business is known as East Central Masonry, LLC.



Site Analysis

- The 40± acre subject site is located at the SE corner of Daisy Avenue and 430th Street in Fish Lake Township.
- Topography of the site includes elevations ranging significantly from 922' to 962'; approximately 15-16 acres of wetlands; and, pockets of tree cover. The general area appears to be heavily wooded with a significant amount of wetlands.
- The site has been developed with a dwelling and multiple detached accessory structures. The structures are generally situated in the NW corner of the subject site, with the shortest distance between the structures and 430th Street being approximately 440'-450' and the shortest distance between the structures and Daisy Avenue being approximately 100'-105'. The blue dots on the adjacent image represent what staff believes to be the closest neighboring dwellings.
- The subject site is located in the AG District and is entirely surrounded by the AG District. Properties in the general area range significantly in size from 5 acres to nearly 100 acres, with the majority of properties currently used for residential and/or agricultural purposes.
- Staff notes that the property owners also own an 11.75-acre parcel immediately east of the subject site (shown outlined in a red dashed line in the adjacent image).



Proposal Analysis

Property / business owner Behrant Miller is a masonry contractor and chimney sweep, specializing in chimney restoration and repair. Other business activities include fireplace restoration and repair, masonry related to new residential and commercial construction, residential and commercial masonry repair, and fireplace and stove installations.

The application materials offer the following details about East Central Masonry, LLC:

- **Employees** –
 - The business is owned and operated by property owner / applicant Behrant Miller who resides on the subject site.
 - There are currently no employees other than Miller, and there is no mention of future employees.
- **Scope of Business Activity** –
 - As a Contracting Business, the majority of work occurs off-site and customers do not visit the subject site. However, excess materials are sold and the buyers of these materials will come to the subject site to retrieve their purchases.
 - Business activity which takes place on-site includes loading / unloading of trucks and trailers; small-scale concrete casting for chimney crowns and other precast concrete applications; organizing of tools, equipment, and materials; occasional cutting of materials; and, office work.
 - Deliveries made to the subject site for business activity are most typically made by box truck as opposed to semi-truck. The written narrative notes that there have been semi-truck deliveries in the past; however, these deliveries were unrelated to the proposed business activity and were instead for agricultural or personal use. It's unclear how often deliveries are made to the subject site.
 - The property owners don't have any intention of growing the business on-site. If they decide to grow the business, the written narrative explains that the business will relocate to a commercial property.

Proposal Analysis, Cont.

- **Hours of Operation -**

- Off-site work typically occurs Monday through Friday with an occasional Saturday. Business owner Miller states that he will typically leave the subject site between 3:00 am and 7:00 am, but there does not appear to be any standard time of return.
- The written narrative does not offer any established hours of operation for on-site work. Business owner Miller notes that “work on site occurs whenever, doing masonry work is as a part of my life as anything else is”. Additionally, loading of the truck and/or trailer typically occurs upon arrival home or in the evening.

- **Buildings / Structures -**

- Based on the application materials, it appears that most of the indoor business-related activity occurs within the dwelling (office work) and the structures labeled “D” and “E” on the site plan. Structure “D” is described as storing the truck used for business purposes, tools, mortar, concrete, chimney liners, and other miscellaneous items. Structure “E” is described as being used for equipment maintenance and small-scale concrete casting.
- Based on the written narrative, it appears that the business currently utilizes a conex box for storage of tools and supplies. While the business owner states that he intends to remove the conex box from the subject site, he also states that he intends to move it to be south of structure “D”. Being that the County does not currently allow the use of conex boxes, staff has included a recommended condition of approval which would require that the box be removed within six months of IUP approval, unless the adopted Zoning Ordinance allows storage containers and the use complies with all established requirements.

Proposal Analysis, Cont.

- **Materials and Equipment Stored On-Site –**

- Exterior / outdoor storage of materials includes brick, block, stone, flue tiles, rebar, and miscellaneous reinforcement materials. It isn't clear where these materials are stored; however, aerial imagery shows that materials *may* be located between structures "B" and "E" and immediately east of structure "D".
- Indoor storage of materials includes mortar, firebrick, chimney liners, chimney forms, concrete, and fasteners.
- The business owner also indicates that pallets are stored on-site until there is a large enough quantity (approximately 40-60) at which time they're taken to a jobsite to be picked up by a third party. It isn't clear whether these pallets are stored outdoors or indoors.
- The following pieces of equipment are stored on-site: trucks (typically parked inside the barns), skidsteer (typically stored inside the barn and also used for agricultural purposes), trailers, tools, and scaffold. It isn't clear if the trailers, tools, and scaffold are stored indoors or outdoors.
- The written narrative explains that the business may acquire additional equipment in the future, including aerial manlift, trailer(s), forklift, truck(s), and mini excavator (which may also be used for agricultural purposes and personal use).

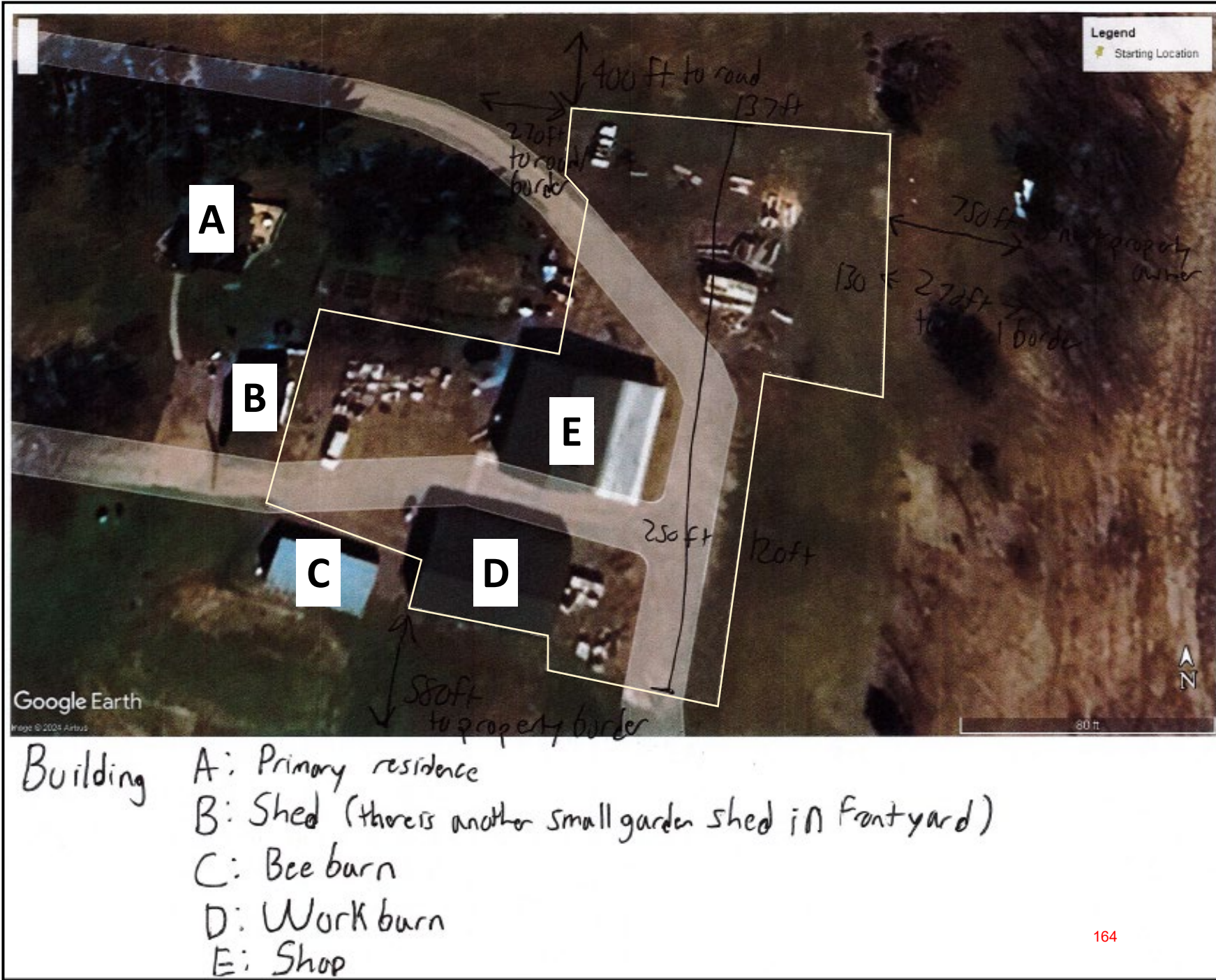
- **Trash Disposal –**

- The business owner typically hauls business-related refuse to dumpsters located on job sites or he uses his smaller personal garbage and recycling receptacles which are serviced by LePage & Sons.
- The business owner notes that he intends to get a small dumpster to be used for agricultural, personal, and business use, and the dumpster is proposed to be located between the structures which are labeled "B", "D", and "E" on the attached site plan. The business owner also intends to construct a masonry trash enclosure for this dumpster, but the exact location has not yet been selected.

Proposal Analysis, Cont.

- **Setbacks from Neighboring Properties** – The site plan appears to show a boundary drawn around all business activity which takes place outside of the dwelling. The site plan also shows approximate dimensions between this boundary and adjacent property boundaries, including:
 - North – Approximately 400' to north property boundary / 430th Street.
 - South – Approximately 580' to (northernmost) south property boundary as reported on the site plan; staff believes it may be closer to 650'.
 - East – Approximately 270' to (northernmost) east property boundary; staff notes that the property owners / applicant also own the property immediately east of this property boundary.
 - West – Approximately 270' to west property boundary / Daisy Avenue as reported on the site plan; staff notes that the shortest distance between the business activity boundary and the west property boundary may be closer to 150' (as measured from the east side of structure "B").
- **Visual Screening** – The application materials include a Visual Screening plan. The plan indicates that the business owner intends to install the following for screening purposes:
 - Two staggered rows of 2' tall white pine trees planted 13' apart adjacent to Daisy Avenue and 430th Street. The proposed quantity is 100 trees. If planted 16' apart, the proposed quantity would be reduced to 85 trees. The reported cost estimate for 100 – 2' tall trees is \$6,000. The business owner states that, if required to plant 6' tall trees, the cost estimate increases to \$25,000-\$30,000. The estimated time for 2' tall trees to reach 6' in height is three years.
 - Two staggered rows of bareroot black walnut trees planted 14' apart along the driveway / storage lot in spring 2025. Tree tubes will be used to protect the trees and aid in their growth. The proposed quantity is 52 trees.
 - The Visual Screening plan includes a site plan showing the areas where the white pines and black walnuts are proposed to be planted.

Proposal Analysis, Cont. – Site Plan



Review Process



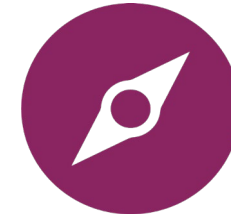
Technical Review Committee October 9, 2024

- The group discussed the business, possible methods and the purpose for screening, and, given that the written narrative describes use of a conex box for storage of supplies and tools, staff noted that the County currently prohibits the use of shipping containers.
- The Committee did not identify any other immediate concerns.



Fish Lake Town Board October 14, 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 November 29, 2024.

Staff Recommendation

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

Staff notes that, in an effort to address potential negative impacts to surrounding properties / property owners, the recommended conditions of approval include the establishment of hours of operation, limiting the timing of deliveries, and additional screening measures. In regard to screening, the Planning Commission will see that staff has provided two possible options for the Commission's consideration (condition nos. 5c and 5d); it is not staff's intent to recommend both options. These conditions, and all other conditions, are intended to be a starting point for the Planning Commission's consideration, and further refinement may be appropriate after hearing from the property owner(s) / applicant and receiving public testimony.

Staff Recommendation, Cont.

Recommended Condition Nos. 1 – 4 of 11:

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25, 2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.
3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.

Staff Recommendation, Cont.

Recommended Condition No. 5 of 11:

5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
- a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
 - b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
 - c. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date, as follows:
 - i. North Property Boundary / 430th Street – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 375'-400' stretch); and
 - ii. West Property Boundary / Daisy Avenue – From the north property boundary / 430th Street southerly to the (northernmost) south property boundary (an approximate 1,300' stretch, less existing tree cover west of the existing structures); and
 - iii. South Property Boundary – From the west property boundary / Daisy Avenue easterly to connect with existing vegetation (an approximate 120'-130' stretch).

-5c OR 5d-

- d. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center which meet or exceed 75% opacity within three years of the approval date to fully encompass all structures and land used for Contracting Business activity. The permit holder shall submit an updated landscaping plan for review and approval by the Chisago County Department of Environmental Services prior to installation. The updated plan should indicate the specific screening method(s) (i.e., fence and/or tree specifications) and illustrate the screening boundary.

- e. Screening shall be fully installed within one year of the date of Interim Use Permit approval.

Staff Recommendation, Cont.

Recommended Condition Nos. 6 – 11 of 11:

6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.
7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow storage containers and the use complies with all established requirements.
8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled “D” on the approved site plan, and the construction of this addition shall be allowed with this approval so long as it’s constructed in compliance with all applicable codes and regulations.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Options

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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: The Commission will need to include specific finding(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 proposed Interim Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on November 29, 2024.

Action Requested

Motion to adopt Resolution No. PC2024-1102, a resolution recommending approval of an Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township, with Findings of Fact and conditions as presented or amended.

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1120- _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT ALLOWING A CONTRACTING BUSINESS OWNED AND
OPERATED BY PERSONS RESIDING AT THE PROPERTY ON PROPERTY LOCATED AT
42895 DAISY AVENUE IN FISH LAKE TOWNSHIP**

WHEREAS, property owners Behrant Miller & Samantha Riehm submitted an application dated received September 25, 2024 and considered complete on September 30, 2024 for an after-the-fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township; and

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

WHEREAS, the subject site is 40± acres in size and legally described as:

PID 03.00538.00

The Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) EXCEPTING THEREFROM the West 16 ½ rods thereof and the East 23 ½ rods thereof, Section 35, Township 36, Range 22, Chisago County, Minnesota.

AND

The East one-half of the Southwest Quarter of the Northeast Quarter (E ½ of SW ¼ of NE ¼), Section 35, Township 36, Range 22, Chisago County, Minnesota.

WHEREAS, notice was provided and on November 7, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, property owner Miller, 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. PC2024-1102; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 20, 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 identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas ..." (see page 9-9), and, generally speaking, offers broad support and encouragement for identified commercial activities*

within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.

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

Finding #2 *The proposed Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on Daisy Avenue, 430th Street, or surrounding roadways; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, the Fish Lake Town Board, serving as Road Authority, did not identify any concerns with the proposed use in relation to Daisy Avenue, 430th Street, or other surrounding Township roads following its review of the request on October 14, 2024.*

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

Finding #3 *The subject site is 40± acres in size and, based on the submitted application materials and aerial imagery, the proposed business activity will be located approximately 400' to the north property boundary / 430th Street, approximately 650' to the (northernmost) south property boundary, approximately 270' to the (northernmost) east property boundary, and approximately 150' to the west property boundary / Daisy Avenue. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in screening the proposed use from adjacent and future development.*

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

Finding #4 *The proposed Contracting Business will utilize existing structures for office, storage, fabrication, and maintenance purposes as well as utilize land immediately adjacent to these structures for outdoor storage of certain materials. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in mitigating potential negative impacts associated with the appearance of the proposed use.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District; therefore, the County finds that the*

proposed use complies 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 *The stated purpose of the Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through nine specific objectives. Additionally, the Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District. Through close evaluation of the request and the establishment of conditions of approval, the County finds that the proposed use is consistent with the purposes of the Zoning Ordinance and, more specifically, with the purposes of the Agricultural District.*

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

Finding #7 *Being that the proposed use does not include any employees outside of the property owner(s) and customer traffic would be limited to the occasional sale of excess materials, the County does not believe that there will be an appreciable increase in daily traffic to and from the subject site. Further, the County believes that the implementation of a condition related to business related deliveries, there will be minimal impact to the surrounding area. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, the Fish Lake Town Board, serving as Road Authority, did not identify traffic hazards or congestion as a concern following its review of the request on October 14, 2024.*

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

Finding #8 *While the Chisago County Planning Commission received public testimony during the November 7, 2024 public hearing related to concerns about potential negative impacts related to appearance, screening, truck traffic, and noise, the County finds that the implementation of conditions related to screening, deliveries, and hours of operation will aid in mitigating potential negative impacts related to noise and general unsightliness. Further, the County finds no evidence to suggest that the proposed use would impact nearby properties by intrusion of glare.*

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

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25,

2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.

2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.
3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
 - a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
 - b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
 - c. The permit holder shall install screening in accordance with the Visual Screening plan dated received September 25, 2024 and kept on file with the Department of Environmental Services, as follows:
 - i. Two staggered rows of 2' tall white pine trees planted no greater than 13' apart adjacent to Daisy Avenue (between the north driveway and 430th Street) and 430th Street (between Daisy Avenue and existing tree cover), with an approximate quantity of 100 trees.
 - ii. Two staggered rows of bareroot black walnut trees planted no greater than 14' apart adjacent to the north driveway and north boundary of the storage lot, with an approximate quantity of 52 trees. Trees tubes shall be utilized to aid in the growth of these trees.
 - iii. Screening shall be fully installed within one year of the date of Interim Use Permit approval.
6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.
7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow

storage containers and the use complies with all established requirements.

8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled “D” on the approved site plan, and the construction of this addition shall be allowed with this approval so long as it’s constructed in compliance with all applicable codes and regulations.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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: November 20, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

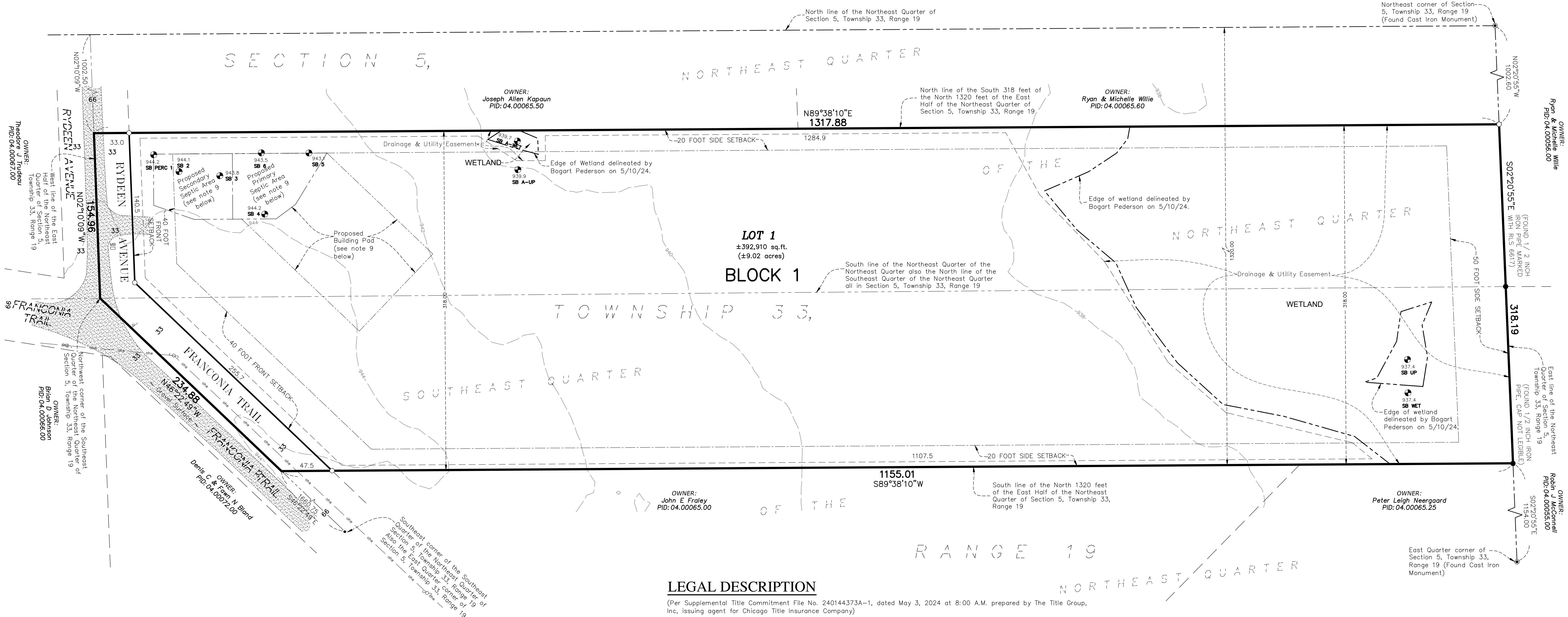
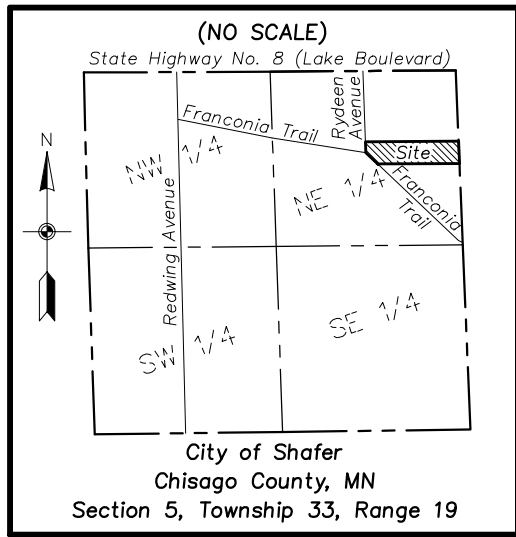
Chisago County Request For Board Action

Meeting Date: November 20, 2024		Item Number: 9	
Title of Item for Consideration: Haven Homes “Peaceful Sunrise” Final Plat			
Action Requested by: Kurt Schneider, Director		Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.	
Previous Action on this Matter: The Preliminary Plat of Peaceful Sunrise was approved by the Board of Commissioners on August 21, 2024.			
Background: Haven Homes, LLC is requesting Final Plat approval of Ponytail Addition. The subject 9+ acre property is proposed to be divided as one 9+ acre lot. The property is located at 29813 Rydeen Avenue in Franconia Township, (PID # 04.00065.40). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. The County Attorney’s office remains in review of satisfactory title evidence in accordance with the Chisago County Subdivision Ordinance and anticipates satisfaction in conjunction with consideration of this request. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. The resolution outlines <i>conditional</i> approval subject to Chisago County Attorney’s Office receipt of satisfactory title evidence. Attachments: • Draft Resolution of Approval • Final Plat (presented at the meeting)			
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of Peaceful Sunrise Final Plat: “Move to Approve Resolution No. 24/1120-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Peaceful Sunrise located at 29813 Rydeen Avenue in Franconia Township, (PID # 04.00065.40) subject to conditions”			
Implications of Action – Recommended Board action grants approval of the Peaceful Sunrise Final Plat as presented. Budget/Financial Implications: None. Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies.			
Administrator’s Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	

To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

PEACEFUL SUNRISE

VICINITY MAP



SITE DATA

TOTAL SITE AREA ±9.32 AC.
LOT AREA ±9.02 AC.
RIGHT OF WAY AREA ±0.30 AC.
TOTAL NUMBER OF LOTS 1
GROSS DENSITY 0.11 LOTS/AC.
EXISTING ZONING AG
UTILITIES AVAILABLE

SETBACK INFORMATION

FRONT 40 FT.
SIDE 20 FT.
REAR SETBACK 50 FT.

LEGEND

- Denotes Chisago County Section Monument, as noted
- Denotes Found Iron Monument, as noted
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 51676
- Denotes Miscellaneous Sign
- Denotes Mail Box
- Denotes Soil Boring
- Denotes Utility Pole
- Denotes Existing Hydrant
- Denotes Overhead Utility Line
- Denotes Miscellaneous Sign
- Denotes Existing Television Box
- Denotes Existing Telephone Box
- Denotes Existing Light Pole
- Denotes Existing Service
- Denotes Existing Curb Stop
- Denotes Existing Contour per MNDNR LIDAR
- Denotes Gravel Surface

LEGAL DESCRIPTION

(Per Supplemental Title Commitment File No. 240144373A-1, dated May 3, 2024 at 8:00 A.M. prepared by The Title Group, Inc., issuing agent for Chicago Title Insurance Company)

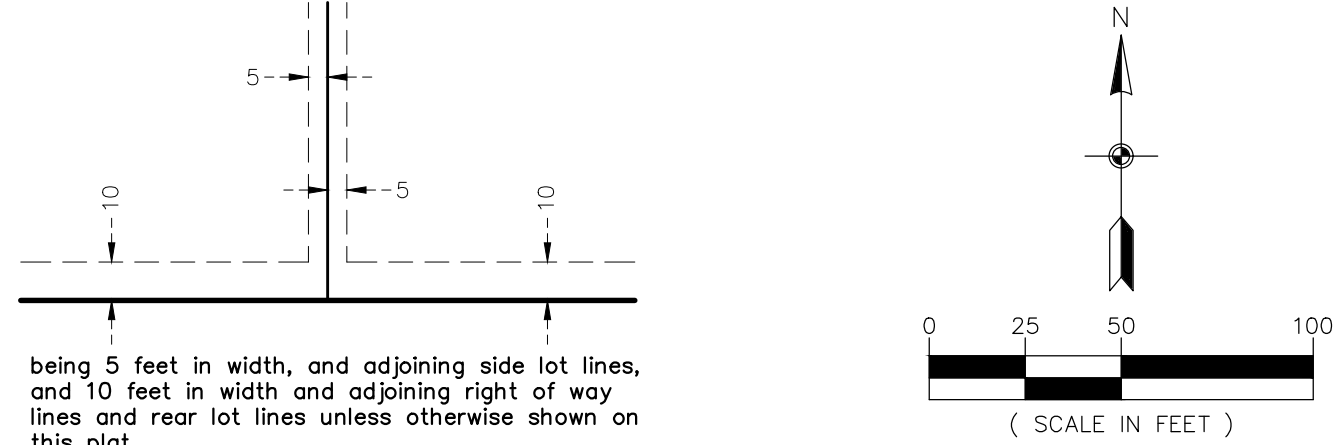
That part of the South 318 feet of the North 1320 feet of the East One-half of the Northeast Quarter of Section 5, Township 33 North, Range 19 West, Chisago County, Minnesota, lying easterly of a line drawn between the Southeast corner and the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 5.

(Abstract Property)

NOTES

- The field work for this survey was completed on May 13, 2024.
- Bearings shown are based on the North line of the South 318 feet of the North 1320 feet of the East Half of the Northeast Quarter of Section 5, Township 33, Range 19, Chisago County, Minnesota, which is assumed to bear North 89 degrees 38 minutes 10 seconds East.
- Surveyed property address - 29813 Rydeen Avenue, Shafer, Minnesota, 55074
- Surveyed property contains ±405,879 Sq. Ft. (±9.32 acres).
- Zoning information taken from Shafer Township Zoning Map dated November 18, 2022, as listed on Chisago County Township Zoning Map website.
- Above ground utilities have been field located as shown. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002).
- FLOOD_ZONE - This site is included on Flood Insurance Rate Map-Community Panel Number 27025C03250. The subject property is within Flood Zone "X".
- HIGH_WATER_ELEVATION - A review of the topography of the area surrounding this plat boundary reveals an overflow elevation approximately 1800 ft. southeasterly of the Southeast boundary corner, at an elevation of approximately 926 ft. Based on this elevation the highest anticipated water elevation on the subject property is assumed to be 926 ft.
- Proposed building pad site and proposed septic site total ±21,751 sq. ft.

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



PRELIMINARY PLAT & EXISTING CONDITIONS

PEACEFUL SUNRISE

Shafer, Minnesota

HAVEN HOMES LLC

18732 Poppy Street NW
Oak Grove, MN, 55303

REVISIONS

1. City Comments - 6/26/24	
2. City Comments - 6/28/24	
3.	
4.	
5.	
6.	
DRAWN BY:	JAB
ISSUE DATE:	06/20/24
FILE NO:	2716

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.

Name: Peter J. Blomquist
Signature:
Date: 06/21/24 License #: 51676

1 of 1

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1120- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF PEACEFUL SUNRISE

WHEREAS, property owner Haven Homes, LLC submitted a request for the Final Plat of Peaceful Sunrise on November 4, 2024; and

WHEREAS, the property owner wishes to create one 9±-acre lot from the 9.3± acre subject site; and

WHEREAS, the subject site is located at 29813 Rydeen Avenue in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00065.40

That part of the South 318 feet of the North 1320 feet of the East One-half of the Northeast Quarter (E ½ of NE ¼) of Section 5, Township 33 North, Range 19 West, Chisago County, Minnesota, lying Easterly of a line drawn between the Southeast corner and the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of said Section 5.

WHEREAS, the Preliminary Plat of Peaceful Sunrise was recommended for approval by the Planning Commission on August 1, 2024 and approved by the Board of Commissioners on August 21, 2024; and

WHEREAS, the Final Plat submitted on November 4, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

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

1. The Final Plat is approved as submitted on November 4, 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 Final Plat shall not be recorded until such time that the Chisago County Attorney's Office has received satisfactory title evidence in compliance with the Chisago County Subdivision Ordinance.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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: November 20, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 10	
Title of Item for Consideration: Kelly Jordan “Kost Ranch” Final Plat		
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.	
Previous Action on this Matter: The Preliminary Plat of Kost Ranch was approved by the Board of Commissioners on July 17, 2024.		
Background: Property owners Roy Ramberg & Kelly Ramberg and applicant Kelly Jordan are requesting Final Plat approval of Kost Ranch. The subject 183.2+ acre property is proposed to be divided as one 5.1 acre lot with the remainder to remain undesignated. The property is located at 36320 Kost Trail/CSAH 11, Sunrise Township, (PID # 09.00359.00). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. The County Attorney’s office remains in review of satisfactory title evidence in accordance with the Chisago County Subdivision Ordinance and anticipates satisfaction in conjunction with consideration of this request. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. The resolution outlines <i>conditional</i> approval subject to Chisago County Attorney’s Office receipt of satisfactory title evidence. Attachments: • Draft Resolution of Approval • Final Plat (presented at the meeting)		
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of Kost Ranch Final Plat: “Move to Approve Resolution No. 24/1120-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Kost Ranch located at 36320 Kost Trail/CSAH 11, Sunrise Township, (PID # 09.00359.00)”		
Implications of Action – Recommended Board action grants approval of the Kost Ranch Final Plat as presented. Budget/Financial Implications: None. Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies.		
Administrator’s Recommendation		
Approve <u>CEB</u>	Deny _____	Other _____

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1120- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF KOST RANCH

WHEREAS, property owners Roy Ramberg & Kelly Ramberg submitted a request for the Final Plat of Kost Ranch on November 6, 2024; and

WHEREAS, the property owners wish to create one lot from the 183.2± acre subject site; and

WHEREAS, the subject site is located at 36320 Kost Trail / CSAH 11 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00359.00

The South Half of the Northwest Quarter (S 1/2 NW 1/4), the West Half of the Southwest Quarter (W 1/2 SW 1/4), the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), and all that part of the North Half of the Southeast Quarter (N 1/2 SE 1/4) lying westerly of the center line of County Road No. 15, EXCEPT the East 1800 feet of the North 726 feet of the South Half of the Northwest Quarter (S 1/2 NW 1/4) all in Section 31, Township 35, Range 20, according to the U.S. Government Survey thereof, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Kost Ranch was recommended for approval by the Planning Commission on July 11, 2024 and approved by the County Board on July 17, 2024; and

WHEREAS, the Final Plat submitted on November 6, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

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

1. The Final Plat is approved as submitted on November 6, 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 Final Plat shall not be recorded until such time that the Chisago County Attorney's Office has received satisfactory title evidence in compliance with the Chisago County Subdivision Ordinance.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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: November 20, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 11
Title of Item for Consideration: 2025 Solid Waste Hauler/Recycling Agreements	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste
Previous Action on this Matter: Chisago County carries out an annual solid waste hauling contract agreement process in partial fulfillment of State mandated recycling efforts. All three of the Chisago County Hauler Agreement's in 2025 are renewals of past contracts.	
Background: The annual solid waste contract process involves multiple individual agreements for Haulers as follows. The agreement again includes a one-time incentive payment, added to encourage increased recycling if haulers raise their year-to-year recycling rate, as calculated after final numbers are submitted in January. Contract renewals support Hauler curbside recycling and are financed through the use of the Governors Select Committee On Recycling and the Environment (SCORE) funds. These agreements outline County subsidy payments of \$100/ton for plastic bottles, \$20.00/ton for cardboard (the 1st 20 tons only), and \$40/ton for newspapers, steel cans, cloth, glass bottles, and office paper. The County has the State mandated responsibility to provide recycling programs and to achieve a recycling rate of 35%. Hauler contracts help assure that recycling programs are readily available throughout the county and are only available to haulers that bring their municipal solid waste to the ECSWC in Mora. Renewals are presented for the following haulers: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling. Attachments: • 2025 Hauler Recycling Contracts (available with the Clerk of the Board)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the Solid Waste Hauler/Recycling Agreements with the following companies: Chisago Lakes Sanitation, Croix Valley Pick-Up, and Pete's Rubbish Hauling LLC. The suggested motions to approve this action are as follows: <i>“Move to approve the 2025 Solid Waste Hauler Recycling Agreements with Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling, as presented.”</i>	
Implications of Action: The Hauler Recycling Agreements will help support curbside recycling for county residents and businesses. Budget/Financial Implications: The Hauler Contract subsidy funds come from State SCORE funding which must be spent on recycling functions at the local level. Chisago County SCORE funding received in 2024 was \$170,695. The amount allocated in the 2025 - 14-390 SCORE budget for Hauler Recycling is: \$19,800. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. All agreements have been reviewed by the Chisago County Attorney.	

Administrator's Recommendation			
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: November 20, 2024	Item Number: 12
Title of Item for Consideration: Washington County Household Hazardous Waste Inter-County Reciprocal Use Agreement	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste
Previous Action on this Matter: The Household Hazardous Waste Inter-County Reciprocal Use Agreement is a renewal of a current and long-standing contract.	
Background: The 2025 through 2029 contract with Washington County is a renewal and allows Washington County and Chisago County residents the option to utilize each of the respective counties HHW facilities. Chisago County residents will be permitted to freely use the Washington County facility located in Woodbury and the new facility in Forest Lake (opening fall of 2024). This agreement will reimburse Chisago County for all the costs incurred by Washington County resident HHW drop offs at the North Branch HHW site. Chisago County residents who live on the southern part of the county or who regularly commute through Forest Lake will be afforded much more convenient opportunity to properly dispose of and recycle their HHW in Forest Lake, at a very reasonable cost to Chisago County. Chisago County and Washington County are reimbursed \$30.00 for the costs of HHW disposal from an out of county resident. This cooperative service arrangement has been in place since 1999; in 2023 we processed 15 Washington County residents, and they processed 123 of our residents.	
Action Requested / Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the Household Hazardous Waste Inter-County Reciprocal Use Agreement with Washington County. The suggested motion to approve this action is as follows: <i>“Move to approve the 2025-29 Household Hazardous Waste Inter-County Reciprocal Use Agreement between Chisago County and Washington County.”</i>	
Implications of Action: This agreement allows both Counties to offer convenient HHW service to our residents and allows an additional opportunity to fully utilize our HHW facility resources. Budget/Financial Implications: In anticipation of increased use, the 2025 HHW 14-392 budget includes an extra \$20,000 to accommodate use of the new Forest Lake Washington County facility by Chisago County residents. Legal/Policy Implications: ^{CEB} The proposed activity is in conformity with applicable state statutes and County authority and policies. The County Attorney has reviewed the contract.	
Administrator's Recommendation	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Household Hazardous Waste Metropolitan Inter-County Reciprocal Use Agreement

This Agreement (“Agreement”) is between Chisago County, and Washington County, through their respective Board of Commissioners, (hereinafter jointly referred to as the “Counties”).

A. RECITALS

WHEREAS, each County provides a Household Hazardous Waste management program for its residents; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability of Management Facilities for Household Hazardous Waste by allowing reciprocal use of Management Facilities; and

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Management Facilities in any of the Counties; and

WHEREAS, the Counties work collaboratively towards a common vision and shared waste management goals; and

WHEREAS, in 2002, the Minnesota Legislature passed Minn. Stat. § 115A.96, subd. 7, indemnifying counties for claims arising out of the transportation and disposal of waste managed in accordance with the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program; and

WHEREAS, the Counties wish to establish a mechanism for allowing for the reciprocal use of their Management Facilities and providing for the payment of costs incurred by the Counties receiving Household Hazardous Waste from residents of the other Counties.

The parties therefore agree as follows:

B. AGREEMENT

1. Term of Agreement

The term of this Agreement shall commence on January 1, 2025, and expired on December 31, 2029.

2. Definitions

Terms as used in this Agreement shall have the following meanings:

2.1 Authorized Facility or Authorized Facilities. A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate, or dispose of Program Waste in accordance with the contract between the County and the State of Minnesota, hereinafter referred to as the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.

2.2 County. Chisago, or Washington Counties.

2.3 County of Origin. The County whose residents generated and delivered Program

Wastes to a Management Facility in another County.

2.4 EPA or MPCA Permitted Facility. A facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of Program Waste to be delivered under this Agreement.

2.5 Household Hazardous Waste (HHW). Waste as defined in Minn. Stat. § 115A.96, subd. 1, paragraph (b).

2.6 Management Facility or Management Facilities. One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated and includes Authorized Facilities and EPA or MPCA Permitted Facilities.

2.7 Non-Program Waste. Appliances including microwaves, Recyclables, yard waste, organics, textiles, mattresses, carpet, and tires.

2.8 Program Waste. Household quantities of HHW including latex paint, electronics, household sharps, used oil/filters, fluorescent and HID lamps, LED light bulbs, compressed gas cylinders, fire extinguishers, household batteries, used automotive fluids including oil and antifreeze.

2.9 Receiving County. The County with a Management Facility that received Program Wastes from a resident of another County.

2.10 Recyclables. Cardboard, paper/paper shredding, glass, tin, aluminum, plastic, scrap metal, plastic bags, containers/cartons.

2.11 Per Vehicle Fee. The fee charged by all counties pursuant to Section 4.3.

2.12 State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program. The contract between each County and the State of Minnesota for the operation of a Household Hazardous Waste Program (as amended).

3. Reciprocal Use

3.1 A resident of either of the Counties may use a Management Facility in the other County for disposal of Program Waste only.

3.2 Each County shall comply with the requirements as set forth in the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.

3.3 Each County shall provide a HHW management program meeting the requirements of Minnesota Statutes §§ 473.804 and 115A.96.

3.4 In the event a Management Facility provides a section for reuse of products, such products shall be available without charge to residents of all Counties.

4. Payment

4.1 Each County of Origin whose residents use a Management Facility to deliver Program Waste in another County shall pay to that Receiving County a Per Vehicle Fee for each vehicle served.

4.2 The Receiving County shall invoice the County of Origin prior to January 31 of each year for activity occurring in the previous year. The invoice shall provide supporting documentation and specify the number of vehicles from the County of Origin using the Receiving County's Management Facility; the Per Vehicle Fee charged per vehicle; and the total amount due. The County of Origin shall pay the Receiving Counties' invoices by February 15 of the year following service. At the request of the County of Origin, the Receiving County shall provide the following supporting documentation for each vehicle served: the street address of the participant using the facility, the name of the site visited, and the date of the visit. The documentation shall be provided in electronic form.

4.3 The Per Vehicle Fee for the term of this Agreement shall be \$30. This figure was calculated using an average of the previous five years' collection of fees and accounts for minor cost inflation.

4.4 On or before April 30, July 31, and October 31 of each year; and January 31 for yearend during the term of this Agreement, Receiving Counties shall send electronic notice to each County of Origin of the number of vehicles from the County of Origin using the Receiving County's Management Facility in the previous quarter and year-to-date and supporting documentation as specified in Section 4.2. Additionally, Washington County will provide Chisago County with the average pounds of HHW and Electronics delivered per customer.

4.5 Either County may withdrawal from this agreement if electronic reporting indicates that the total cost to either county exceeds \$30,000.

5. Records

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

6. Audit/Access to Management Facilities

Each County shall allow the other Counties and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Management Facilities at reasonable hours.

7. Compliance With Requirements of the Law

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

8. Non-Discrimination

No County shall exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity herein on the grounds of any protected status or class, including but not limited to race, creed, color, religion, sex, gender expression, gender identity, marital status, public assistance status, sexual orientation, disability, age, or national origin, No person who is protected by applicable law against discrimination shall be subjected to discrimination.

9. Entire Agreement

This Agreement constitutes the entire Agreement of the parties and which supersedes all oral and written agreements and negotiations between the parties relating to this subject matter.

10. Amendments

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Counties.

11. Termination

This Agreement shall terminate under the following circumstances:

11.1 By mutual written agreement of all Counties; or

11.2 When necessitated by law or as a result of a decision by a court of competent jurisdiction.

12. Withdrawal/Effect of Withdrawal

A County may withdraw from this Agreement by providing 180 days written notice to other Counties or may withdrawal when financial cap is met. Withdrawal shall not act to discharge any liability incurred by any County before the effective date of withdrawal, including payments or credits due to other Counties. Such liability shall continue until appropriately discharged by law or agreement. If a County withdraws, its residents may not use Management Facilities in other Counties nor will it be paid by the County of Origin for use of the withdrawing County's Management Facilities if it accepts Program Waste from the other Counties after the effective date of the withdrawal, under the terms and conditions of this Agreement.

13. Effect of Termination

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Section 4, 5 and 14 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

14. Liability/Indemnification Among the Counties

14.1 General Indemnification. Liability of the Counties under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a and each County therefore agrees that it will assume liability for itself, its agents, employees, and contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. For the purposes of determining total liability for damages, the Counties are considered as a single governmental unit and the total liability for the Counties shall not exceed the limits for a single governmental unit as specified in Minn. Stat. § 466.04. Each County shall defend, indemnify and hold harmless each of the other Counties for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or omissions, or the acts or omissions of its agents, employees or contractors. This indemnification does not extend beyond each County's liability insurance coverage for any activity covered by Minn. Stat. § 115A.96 subd. 7.

14.2 Environmental Impairment Claims. Notwithstanding anything in Section 14.1 of this agreement, it is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's Management Facility. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 14.1 for any Superfund Liability resulting from the Receiving County's Management Facility.

15. Counterparts

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. Survival

Sections 4, 5, and 14 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto this Agreement have on the date indicated:

Chisago County

By: _____
Chair, Chisago County Board of Commissioners

Attest: _____

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

Washington County

By: _____
Chair, Washington County Board
of Commissioners

By: _____
County Administrator

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 13
Title of Item for Consideration: Lower St. Croix River Comprehensive Watershed Management Plan – 2025-2026 Annual Plan of Work	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP - “<i>One Watershed One Plan – IWIP</i>”) and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. On December 18, 2020, the Chisago County Board of Commissioners appointed Commissioner Chris DuBose to serve as a representative to the LSC CWMP Implementation Policy Committee. Commissioner Dan Dahlberg serves as the current representative to the Implementation Policy Committee. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee. On February 17, 2021, the Chisago County Board of Commissioners approved the Watershed Based Implementation Funding (WBIF) Work Plan for 2021-2022. On May 18, 2022, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2022-2023. On December 20, 2023, the Chisago County Board of Commissioners approved the WBIF and Annual Work Plan for 2024.	
Background: At their meeting on October 28, 2024, the LSC CWMP Implementation Policy Committee approved the 2025-2026 Annual Plan of Work (attached). The Annual Plan of Work is based on the Implementation Actions as defined in the 2021 – 2030 Implementation Table 5-1 of the LSC CWMP. The Annual Plan of Work also includes the WBIF Work Plan for 2025. The Work Plan represents work expected to be accomplished in priority areas of the Lower St. Croix watershed in 2025 and 2026, including projects and programs funded WBIF funds, as well as work completed with local funding from partners and other grants. According to the Joint Powers Agreement for the Implementation of the LSC CWMP, “<i>The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of the existing Parties.</i>” The 2025-2026 Annual Plan of Work is hereby presented for County Board approval. Attachment(s): • Lower St. Croix Partnership, 2025-2026 Annual Plan of Work and Attachments • Lower St. Croix Partnership, 2025-2026 Work Plan Cover Memo	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: “Move to accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work and Attachments for 2025-2026, as presented.”	

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

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

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

To: Local Governing Boards
From: LSC Policy Committee
Subject: 2025-2026 Work Plan

Date: November 1, 2024

Background/Discussion

On Monday, October 28, the Lower St. Croix Watershed Partnership (LSC) Policy Committee reviewed the attached 2025-2026 Work Plan and unanimously agreed to recommend this plan for approval by LSC partner boards.

This work plan represents all work expected to be accomplished in priority areas of the Lower St. Croix watershed in 2025 and 2026 – including projects and programs funded with Watershed Based Implementation Funding (WBIF), as well as work completed with local funding from partners and other grants.

Process & Next Steps

It is requested that partner boards put this item on their November or December meeting agendas for review. Approval from two-thirds of the members (10 of 15) is needed to approve this plan.

September 25, 2024	Advisory Committee recommended work plan approval
October 28, 2024	Recommended Policy Committee action to recommend grant work plan approval to partner boards
November/December	Lower St. Croix partner boards consider approving grant work plan. Need 2/3 approval.
December/January	Board of Water and Soil Resources reviews and considers approving <u>WBIF grant</u> work plan. Then grant agreement execution w/ fiscal agent.

Recommended Action

Proposed Motion: Board Member _____ moves to approve the 2025-2026 work plan and authorize the Lower St. Croix Planning Team to make non-substantive changes to the work plan as required by the Board of Water and Soil Resources for grant implementation. Seconded by Board Member _____.

Attached: LSC 2025-2026 Work Plan w Attachments_v2

Lower St. Croix Watershed Partners

2025-2026 Biennial Work Plan

The [Lower St. Croix River Comprehensive Watershed Management Plan](#) adopted in October 2020 includes implementation activities for the 10-year life of the plan in Table 5-1. This 2025-2026 work plan presents all activities from Table 5-1 including those implemented through the LSC Partnership with Watershed Based Implementation Funds (WBIF), and other activities implemented by partners in priority areas. This work plan estimates expenditures of over \$2.6M in WBIF (FY23+FY25) and \$6.6M in match and other funding for increased staff capacity with shared positions and implementation of projects resulting in significant water quality and ecological benefits.

The complete work plan is presented in Attachment A. Activities are categorized into four areas: Implementation, Staffing, Prioritization & Analysis, and Administration. Priority areas, expected outcomes, implementing entities, estimated funding from various sources, and WBIF-eligibility are also included in the table.

A summary of the work plan is presented below. Additional attachments and links are included for a complete set of existing calendars, policies, and the joint powers agreement:

Attachment A: 2025-2026 Detailed Work Plan

Attachment B: 2025 LSC Project Process Calendar

Attachment C: FY25 WBIF Work Plan & Budget

Additional Resources: (see www.lsc1w1p.org/workplan-forms)

WBIF Proposed Project Evaluation and Approval Process

Agricultural Conservation BMP Policy

Enhanced Street Sweeping Policy

Tree Canopy Assessment Protocol

Lower St. Croix Fast Track Project Policy

[Joint Powers Agreement](#)

2025-2026 Work Plan Summary

Implementation	
Estimated Expenses	FY25 WBIF: \$1,005,000 ^a FY25 Match: \$139,500 FY23 WBIF: \$262,000 ^b Other Funding: \$4,789,500 ^c
Activities	Structural agricultural BMPs* Structural urban BMPs* Non-structural agricultural/urban BMPs* Wetland Restoration and Protection* Streambank and Shoreline Restoration & Protection* Land Acquisition & Management Aquatic Invasive Species Prevention & Management Ditch Implementation
2025-2026 Estimated Outputs	500 acres with structural or non-structural BMPs that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater
	1,090 lbs total phosphorus reduction through structural or non-structural BMPs in priority areas
	4 developments retrofitted with infiltration, recharge or reuse projects
	30 irrigation systems with smart technology installed
	20 Upgraded SSTs in sensitive areas and shoreland
	200 acres new or restored wetlands
	20 shoreline restoration projects
	85 lbs total phosphorus reduction w/ 1 stream restoration project
	1 LGU with new adopted innovative shoreline standard
	10% of land in new developments dedicated to habitat
	200 acres protected new easements/acquisitions
	2 resilient landscape designs
	4 Landscape Stewardship Plans & 4 Forest Management Plans
	5% increase in watercraft inspections for AIS
	2 new AIS decontamination stations and new signage at 4 launches
	1 comprehensive AIS rapid response plan
	Maintained/improved water quality downstream of ditch maintenance

* Some or all activities eligible for WBIF

^a FY25 WBIF expire 12-31-27

^b FY23 WBIF expire 12-31-25

^c Other funds = estimated funds from Table 5-1 in LSC Comprehensive Plan minus WBIF and match

Staff Activities	
Estimated Expenses	FY25 WBIF: \$865,000 ^a FY25 Match: \$56,507 FY23 WBIF: \$300,000 ^b Other Funding: \$663,000 ^c
Activities	Shared Services Basing Ag Outreach Program* Shared Services Education* Technical Engineering + Project Development* Interagency Coordination Ditch Policy and Review
2025 – 2026 Estimated Outputs	Assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. Shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote/market programs and practices. Shared 0.5 FTE engineering technician 10 communities with Minimal Impact Design Standards (MIDS) 2 communities with updated rate and volume control ordinances 45% of all cities with MPCA Smart Salt certified staff 1 LGU with new wetland protections 1 landlocked basin with nutrient reduction analysis Managed water levels and channel/weir operations on Chisago Lakes Chain of Lakes Pine County Soil Survey completed Collaboration and coordination with agencies across multiple areas including groundwater pollution, groundwater recharge areas, observation wells, climate resiliency, and floodplain management 100% of private ditches mapped with new conservation plans 100% of drainage projects assessed for wetland impacts

* Some or all activities eligible for WBIF

^a FY25 WBIF expire 12-31-27

^b FY23 WBIF expire 12-31-25

^c Other funds = estimated funds from Table 5-1 in LSC Comprehensive Plan minus WBIF and match

Prioritization & Analysis	
Estimated Expenses	FY25 WBIF: \$0 FY25 Match: NA FY23 WBIF: \$63,000 ^a Other Funding: \$1,050,720 ^b
Activities	Internal analysis* Targeting analysis
2025 – 2026 Estimated Outputs	3 lakes with internal loading analyses
	Baseline water quality data collected on specific lakes in Anoka, Chisago and Isanti Counties
	Routine lake level monitoring performed
	4 subwatershed analyses on priority lakes
	4 subwatershed analyses on priority rivers or streams
	10 new monitoring stations on St. Croix tributaries
	Identified and prioritized gullies into St. Croix River and tributaries
	MLCCS land cover mapped basin wide
	Terrestrial invasive species mapped and prioritized in each county
	5 degraded wetlands identified
	Ditch outlet water quality monitored
	Isanti County wetland inventory completed

* Some activities eligible for FY23 WBIF

^a FY23 WBIF expire 12-31-25

^b Other funds = estimated funds from Table 5-1 in LSC Comprehensive Plan minus WBIF and match

Administration	
Estimated Expenses	FY25 WBIF: \$100,071 ^a FY25 Match: \$1,000 FY23 WBIF: \$25,000 ^b Other Funding: \$0
Activities	Administration and Coordination*
2025 – 2026 Estimated Outputs	Coordination of WBIF-funded activities; grant reporting; all-activity reporting; coordination of committees and partners; participation in committee meetings; fiscal management; annual and biennial planning

* Some or all activities eligible for WBIF

^a FY25 WBIF expire 12-31-27

^b FY23 WBIF expire 12-31-25

LSC Biennial Work Plan: 2025- 2026

Implementation

Structural Agricultural BMPs

Estimated FY25 WBIF: \$350,000 ^aEstimated FY23 WBIF: \$75,000 ^b

Estimated FY25 Match: \$52,500

Estimated Other Funding: \$780,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#1	GW Quality	Basin Wide Priority · Agricultural lands where: 1) DWSMA vulnerability is moderate, high, or very high; or 2) Pollution sensitivity to wells is high or very high; or 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate See Figure 5-1	Install BMPs on 500 acres that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater	All partners	Yes
#2	Rivers & Streams + St. Croix River WQ	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 See Table 5-2 for streams and total phosphorus reduction goals; see Figure 5-2	Reduce total phosphorus by 750 lbs/year (install approximately 50 BMPs @ estimated 15 lbs/BMP) and reduce TSS, bacteria, and nitrogen as secondary benefit	All partners	Yes

#3	Lake WQ from ag	Regionally Significant Lakes for Agricultural BMPs See Table 5-3 for lakes and total phosphorus reduction goals; see Figure 5-3 for map	Install conservation BMPs, near sensitive lakes or in direct lake catchments to reduce TP by 300 lbs (approx. 500 ac and/or 20 BMPs estimated 15 lbs/BMP) and reduce TSS, bacteria, N as secondary	All partners	Yes
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Structural Urban BMPs

Estimated FY25 WBIF: \$300,000 ^a

Estimated FY23 WBIF: \$100,000 ^b

Estimated FY25 Match: \$45,000

Estimated Other Funding: \$155,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#12	GW recharge & stream flow	In critical groundwater recharge areas as identified in existing or future maps or studies	4 projects to retrofit existing developments with infiltration, recharge and reuse projects	All partners	Yes
#14	St. Croix River + Rivers & streams WQ	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 20 lbs. (approximately 20 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	All partners	Yes
#15	Lake WQ	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See Figure 5-3	Reduce TP by 20 lbs. (approximately 20 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	All partners	Yes

Non-Structural Ag/Urban BMPs

Estimated FY25 WBIF: \$75,000 ^a

Estimated FY23 WBIF: \$80,000 ^b

Estimated FY25 Match: \$0

Estimated Other Funding: \$2,210,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#1	GW Quality	Agricultural lands where: 1) DWSMA vulnerability is moderate, high, or very high; or 2) Pollution sensitivity to wells is high or very high; or 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate	Install BMPs on 500 acres that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater	All partners	Yes
#2	Rivers & Streams + St. Croix River WQ	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2	Reduce total phosphorus by 750 lbs/year (install approximately 50 BMPs @ estimated 15 lbs/BMP) and reduce TSS, bacteria, and nitrogen as secondary benefit	All partners	Yes
#3	Lake WQ from ag	Regionally Significant Lakes for Agricultural BMPs See Table 5-3 for lakes and total phosphorus reduction goals; see Figure 5-3 for map	Install conservation BMPs, near sensitive lakes or in direct lake catchments to reduce TP by 300 lbs (approx. 500 ac and/or 20 BMPs; estimated 15 lbs/BMP) and reduce TSS, bacteria, N as secondary benefit	All partners	Yes
#4	GW Quantity	All agricultural irrigators; highest priority given to highest consumers	Install or retrofit smart technology on 10 irrigation systems	Counties	No

#14	St. Croix River + Rivers & streams WQ	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 20 lbs. (approximately 20 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	All partners	Yes
#15	Lake WQ	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See Figure 5-3	Reduce TP by 20 lbs. (approximately 20 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	All partners	Yes
#17	GW Quantity	All irrigators; highest priority given to highest consumers and communities with highest residential usage	Install or retrofit smart technology on 20 irrigation systems	Counties	No
#8	GW Quality	Where pollution sensitivity to near surface materials is high, or in karst areas, or where bedrock is at or near the surface; see Figure 1-3 Secondary priority: Basin wide	Upgrade 20 non-conforming or non-compliant SSTS to properly functioning, compliant systems.	Counties	No
#19					No
#9	Lake impacts from SSTS	Basin wide: Shorelands adjacent to nutrient impaired lakes Chisago Co: Countywide	Basin wide: Decrease non-compliant and Non-conforming SSTS in shorelands adjacent to nutrient impaired lakes Chisago Co: Decrease non-compliant and Non-conforming SSTS in all areas by 50% and in shorelands adjacent to nutrient impaired lakes by 80%	Counties	No
#20					No

#10	GW Quality	Basin wide	Properly seal or floodproof 100% of known or discovered abandoned wells or wells at risk of flooding	Counties	No
#18	GW Contamination	Basin wide - all currently unlicensed facilities and generators	License 100% of hazardous waste generators	Counties	No
#37	Internal loading	In lakes where internal loading is estimated to be a significant contributor to degraded water quality and where not addressing the internal loading would result in sustained degradation (See Internal Loading Lakes Table 5-4)	Address source of internal loading by implementing 1 internal loading study	All partners	Yes (FY23 only)

Wetland Restoration & Protection

Estimated FY25 WBIF: \$200,000 ^a

Estimated FY23 WBIF: \$7,000 ^b

Estimated FY25 Match: \$30,000

Estimated Other Funding: \$3,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#28	Wetland quantity	1. In highest priority catchments (red, yellow and green areas) within BWSR's Compensation Planning Framework priority catchments in the Lower St. Croix River Watershed (Figure 5-5) 2. In locations where studies or mapping tools find that restoration will have significant positive impact on natural resources.	Create or restore 200 acres of historic wetlands lost to land use changes	All partners	Yes
#30	Wetland quantity	Basin wide	Create and maintain 1 new BWSR and USACE approved wetland banks within the basin	All partners	No

Streambank and Shoreline Restoration & Protection

Estimated FY25 WBIF: \$80,000

Estimated FY23 WBIF: \$0

Estimated FY25 Match: \$12,000

Estimated Other Funding: \$378,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#21	Lake shorelines	Regionally Significant Lakes for Protection and Sustainable Development: Table 5-3 and Figure 5-3	Install 20 shoreline restoration projects [100% of lakeshore owners with altered shorelines are provided information on restoration programs]	All partners	Yes
#26	Rivers and streams ecosystems	St. Croix River and Lake St. Croix direct drainage tributaries	Implement 1 stream restoration project to reduce TP loading by 85 lbs and TSS loading by 217 tons	All partners	Yes
#27	Trout populations	Trout streams (Brown's Creek, Valley Creek, Lawrence Creek, Trout Brook, Willow Brooke, Mill Stream, Falls Creek, Gilbertson's Creek)	All streams trout YOY recruitment, survival of previous year class	All partners with trout streams	No
#38	Shoreland	Basin wide	1 LGU with new adopted innovative shoreline standard	All partners	No

Land Acquisition & Management

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$0

Estimated FY25 Match: NA

Estimated Other Funding: \$360,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#23	Maintain & restore habitat	Land with priority habitats and corridor connections	10% of land in new developments is dedicated to wildlife habitat [significant new areas of land conversion from vacant or rural land to residential, commercial/industrial, institutional, or transportation]	All partners	No

#24	Sensitive lake protection	Regionally Significant Lakes for Protection and Sustainable Development: Table 5-3 and Figure 5-3	Implement sustainable development and land preservation programs in lakesheds of priority lakes through 2 easements or acquisitions	All partners	No
#39	Resilient lands	Private lands in priority corridors and critical habitat areas and large-scale developments with land-use change	2 landscape designs and plantings resilient to climate change	All partners	No
#40	Land protection	First priority: Areas near already protected lands (public or private), tributaries near impaired waters, areas where known endangered species are present and identified biologically significant natural areas as identified by MLCCS mapping Second priority: Basin wide	200 acres protected through acquisition and easements	All partners	No
#41	Lane protection	First priority: Areas where upland habitat is fractured and shoreline areas where there is high to moderate development or land under future development pressure Second priority: Basin wide	4 new Landscape Stewardship Plans	All partners	No
#42	Habitat improvement	Basin wide based on prioritized mapping including MLCCS maps and other critical habitat mapping	200 new acres managed for better habitat, or as recommended in Landscape Stewardship Plans	All partners	No
#43	Protected lands	Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails	4 new private Forest Management Plans or Woodland Stewardship Plans developed	All partners	No

Aquatic Invasive Species Prevention & Management

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$0

Estimated FY25 Match: NA

Estimated Other Funding: \$887,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#31	AIS in lakes and St. Croix River	High traffic boat launches on St. Croix River and Lake St. Croix	Increase watercraft inspection hours by 5%	CLIID, WCD, watersheds, counties	No
#32	AIS	Within 15 miles of all public boat launches on zebra mussel infested lakes and rivers	Provide 2 AIS decontamination stations (2021 – 2026)	CLIID, WCD, watersheds, counties	No
#33	AIS signs	Basin wide	Install AIS informational signage at 4 boat launches and marinas	CLIID, WCD, watersheds, counties	No
#34	AIS in lakes	Lakes in Chisago Co. and Isanti Co. with public access	Develop 1 comprehensive AIS rapid response plan for lakes (2021 – 2030)	Isanti and Chisago Counties	No
#35	Phragmites	In order of priority 1. Chisago Lakes LID 2. Carlos Avery WMA 3. Elsewhere in Chisago Co and Isanti Co 4. Headwaters of North Branch & West Branch Sunrise River	Reduce the size and number of invasive phragmites locations as reported on EddMaps by 9 infestation areas. Stabilize and eradicate those small infestations less than 1,000 – 2,000 sq. ft. through rapid response plans, where available	All partners	No

Ditch Implementation

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$0

Estimated FY25 Match: NA

Estimated Other Funding: \$45,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#7	Drainage impact on rivers & streams	Judicial and public ditches	Maintain or improve downstream water quality following ditch maintenance	Ditch authorities	No
#29	Wetland loss	Judicial and public ditches	Mitigate loss of wetland acres resulting from ditch maintenance activities	Ditch authorities	No

Staff Activities

Shared Services Basin Ag Outreach Program

Estimated FY25 WBIF: \$300,000 ^a

Estimated FY23 WBIF: \$90,000 ^b

Estimated FY25 Match: \$0

Estimated Other Funding: \$0 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
NA	Agronomy Outreach Specialist	Priority areas described in Structural Ag BMP Implementation and Non-Structural Ag Implementation	Assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. Approx 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits	WCD: lead Chisago SWCD: co-lead	Yes

Shared Services Education

Estimated FY25 WBIF: \$265,000 ^a

Estimated FY23 WBIF: \$150,000 ^b

Estimated FY25 Match: \$56,507

Estimated Other Funding: \$0^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
NA	Education and Outreach (EMWREP)	Basin wide	Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote/market programs and practices. Education and outreach tasks will serve the goals outlined in the LSC Comprehensive Plan with a primary benefit to water quality in priority resources. • 90% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits • 10% = solicit willing landowners to install BMPs	WCD: lead Chisago SWCD: co-lead	
#11	GW recharge & infiltration	Basin wide [Estimated 40 communities in basin without MIDS or similar standards]	Implement Minimal Impact Design Standards or more restrictive in 10 communities; including climate resiliency provisions or standards	EMWREP through WCD	Yes
#13	St. Croix River Flows	Direct catchments to the St. Croix River and Lake St. Croix	Evaluate and update small storm volume control and large storm rate control ordinances in 2 communities	EMWREP through WCD	Yes
#16	St. Croix River chlorides	Basin wide	Total of 45% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training	EMWREP through WCD	Yes
#22	Protect wetlands	Basin wide during land use change or alteration, development or redevelopment	1 LGU with (new) adopted wetland protections including buffer requirements and setbacks for permanent structures	EMWREP through WCD	Yes

Technical/Engineering + Project Development

Estimated FY25 WBIF: \$300,000 ^a

Estimated FY23 WBIF: \$60,000 ^b

Estimated FY25 Match: \$0

Estimated Other Funding: \$629,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
NA	Engineering Technician	Basin wide	Funding for this activity is for 0.5 FTE engineering technician AND for outside engineering assistance, as needed. Activities include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects.	Chisago SWCD	Yes
NA	Project Development	Basin wide	Targeted outreach, site visits, and relationship building for high priority projects	Anoka CD, Chisago SWCD, Isanti SWCD, Pine SWCD, Washington CD	Yes
#25	Landlocked basin impact on River	Eutrophic natural landlocked basins to be discharged to St. Croix River	Perform analysis and implement measures to meet state standards for nutrients on 1 waterbodies	Valley Branch WD, Brown's Creek WD, and Washington Co	No
#36	Lake levels	Chisago Co. Lakes = Chisago Lakes Chain of Lakes (Chisago, South Lindstrom, North Lindstrom, Green, Little Green, North Center, South Center), Fish, Horseshoe, Little Horseshoe, Sunrise	Develop resiliency plans or responses, such as a Slow-No-Wake Ordinance or Channel and Weir Operations and Maintenance Plans, to address vulnerable properties	Chisago County	No
#52	Manage channel & weirs	Chisago Chain of Lakes	100% of lakes prone to anthropogenic water level variation are identified; manage the channel and weir system with an approved operation and maintenance plan	Chisago County	No

Interagency Coordination

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$0

Estimated FY25 Match: NA

Estimated Other Funding: \$223,730 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#44	Lead WQ metrics & report progress	Basin wide	Evaluate the water quality metrics, set reporting standards, report on goal progress for the St. Croix River	??	No
#45	Map GW pollution sources	Order of Priority: 1) Surrounding known contamination sites where data are lacking 2) DWSMAs 3) Townships without nitrate testing 4) Basin wide	Work with state agencies and Met Council; Pollution sources (including mines), areas around chemical contamination sites, vulnerable areas, and surface water-GW interactions are studied and mapped	Counties	No
#46	Map GW recharge areas	Basin wide	Support DNR and Met Council; 100% of recharge areas and groundwatersheds of GW dependent natural resources are mapped (2021 – 2030)	All partners	No
#47	Develop GW plans	Basin wide where needed	Complete at least one county groundwater plan (2021 – 2030)	Chisago, Isanti, Pine, or Anoka County	No
#48	GW well monitoring	Maintain basin wide; expand in Isanti and Pine Co. 1) DWSMAs 2) Groundwatersheds of GW-dependent natural resources	Maintain existing or increase number of new observation wells	Isanti and Pine Counties and SWCDs	No
#51	Build climate resiliency	Basin wide	Participate in studies and/or stay informed of latest science to assess the impact of a changing climate on lakes and the St. Croix River; use latest climate science to implement adaptive management	All partners	No

#57	Floodplain ordinance evaluation	Landuse authorities in the St. Croix Riverway	Work with land use authorities along St. Croix River and MnDNR Area Hydrologists to evaluate floodplain and zoning ordinances for consistency and effectiveness in protecting floodplain function; update where appropriate	EMWREP through WCD	No
#61	Pine Co. soil survey	Pine County	Complete soil survey as developed by NRCS, USDA & shown in Soil Survey Geographic (SSURGO) Database	NRCS	No

Ditch Policy & Review

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$0

Estimated FY25 Match: NA

Estimated Other Funding: \$34,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#5	River & Stream Flows	Basin wide	Identify and map 100% of private ditches as part of developing Conservation Plans	Counties	No
#6	Drainage impacts on wetlands	All public and private ditches	Review 100% of drainage projects for possible impacts to wetland quality	Ditch authorities	No

Prioritization & Analysis

Internal Analyses

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$18,000 ^b

Estimated FY25 Match: NA

Estimated Other Funding: \$57,000 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#49	Calc internal loads	Regionally Significant Lakes for Internal Loading Analyses Table 5-4	Calculate internal loading of phosphorus on 3 lakes	All partners	Yes (FY23)

Targeting Analyses

Estimated FY25 WBIF: \$0

Estimated FY23 WBIF: \$45,000 ^b

Estimated FY25 Match: NA

Estimated Other Funding: \$1,050,720 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
#50	Lake monitoring	Anoka Co. Lakes = Pet, Rice, South Coon, Skunk, Tamarack Chisago Co. Lakes = Sunrise, Little Horseshoe Isanti Co. Lakes = Hoffman, Horseleg, Horseshoe, Upper	Baseline data such as transparency, total phosphorus and chlorophyll-a are collected	All partners	No

		and Lower birch, East and West Twin, Tamarack (30- 0001-00), Long (30-0002- 00,) Big Pine (30-0015-00), Grass (30-0017-00), Splittstoesser (30-00041-00)			
#53	Lake level monitoring	Basin wide	Participate in DNR lake level monitoring program to routinely collect lake level data; 100% of lakes prone to direct anthropogenic water level variation are identified	All partners	No
#54	Subwatershed analyses for lakes	Subwatersheds of Regionally Significant Lakes Table 5-3 and Figure 5-3	Conduct 4 subwatershed analyses to identify and prioritize water quality improvement projects within a priority subwatershed	All partners	Yes (FY23)
#55	Subwatershed analyses for streams	Regionally Significant Rivers and Streams: - Streams and tributaries in Sunrise R. Watershed - Direct drainage areas to St. Croix River through Rock, Rush, Goose, and Browns Creeks and Trout Brook and other small streams as shown in Table 5-2 and Figure 5-2.	Conduct 4 subwatershed analyses to identify and prioritize water quality improvement projects within a priority subwatershed	All partners	Yes (FY23)
#56	St. Croix TMDL evaluation	Tributaries to the St. Croix River	Coordinate and operate up to 10 new monitoring stations that lack data (quality and quantity) to evaluate progress toward achieving the TMDL and to identify priority subwatersheds	All partners	No
#58	Gully evaluation	Intermittent and perennial tributaries and watercourses flowing directly to St. Croix River	Identify, evaluate, and rank (prioritize) active gullies directly discharging into the St. Croix or its tributaries	All partners adjacent to St. Croix River	No

#59	Map priority areas	Basin wide	Complete level 4/5 MLCCS basin wide; map priority restoration and protection areas for acquisition, easements, and voluntary stewardship	All partners	No
#60	Map terrestrial AIS	First priority: Public lands or near public lands; areas may be further prioritized thru cooperative weed mgmt area Second priority: Basin wide	Map and target "eradicate and control list" invasive species populations for each county; contact 50% of landowners for species on restricted list; implement cooperative weed management area	All partners	No
#62	Wetland monitoring	Wetlands upstream of nutrient impaired streams and lakes	Use subwatershed analyses or monitoring/modeling data to identify degraded wetlands with the potential of contributing high nutrient loads to downstream resources.	All partners	No
#63	Wetland restoration prioritization	Basin wide	Use existing Restorable Wetland Prioritization Tool to focus effort; identify 5 degraded wetlands with best restoration potential in each HUC 10 (2021 – 2030)	All partners	No
#64	Ditch monitoring	1st priority: Public ditches in Isanti Co. 2nd priority: Basin wide	Collect water quality data near ditch outlets of 5 ditches to identify areas for ditch improvements to filter runoff	Isanti County; All partners	No
#65	Wetland inventory	1st Priority: Isanti County 2nd Priority: Basin wide	Create wetland inventory based on MLCCS; Increase by 5 the number of LGUs with policies requiring wetland function and value assessments with project proposals such as developments or ditch work (2021 – 2030)	Isanti County; All partners	No
#66	Wetland inventory	Pine and Isanti Counties	Verify recently completed wetland inventory and map % of areas of wetland loss and historic wetlands	Pine and Isanti Counties	No

Administration

Administration/Coordination

Estimated FY25 WBIF: \$100,071 ^a

Estimated FY23 WBIF: \$25,000 ^b

Estimated Match: \$32,000

Estimated Other Funding: \$0 ^c

#	Activity	Priority Location	Actions/ Measurable Output (2025-2026)	Implementation Entity	WBIF eligible
NA		Basin wide	Coordination of WBIF-funded activities; grant reporting; all-activity reporting; coordination of committees and partners; participation in committee meetings; fiscal management; annual and biennial planning	Chisago SWCD: lead	Yes

2025 LSC Project Process Calendar

ATTACHMENT B

Policy Committee meets quarterly (4th Monday of the month)

Steering Committee meets monthly (4th Wednesday of the month)

Planning Team meets monthly (2nd Wednesday of the month)

Advisory Committee meets as needed (e.g., AC meets to approve annual work plan)

This calendar only shows meetings which pertain to the proposed project approval process. Additional meetings are held at the frequencies described above.

<u>January</u>	<u>February</u> 2/12 Deadline: project requests less than \$50K submitted to meeting facilitator (2 weeks before SC meeting) 2/26 Steering Committee: at regular monthly meeting consider project requests less than \$50K	<u>March</u> 3/15 Notice: Meeting facilitator will send out call for projects reminder to all partners 60 days in advance of the May application deadline 3/12 Deadline: project requests greater than or equal to \$50K submitted to meeting facilitator 3/26 Steering Committee: at regular monthly meeting review project requests greater than or equal to \$50K that are due to come to PC in April
<u>April</u> 4/20 Deadline: Policy Committee meeting packet posted, including project requests greater than or equal to \$50K 4/27 Policy Committee: at regular quarterly meeting consider project requests greater than or equal to \$50K once per year	<u>May</u> 5/14 Deadline: project requests less than \$50K submitted to meeting facilitator (2 weeks before SC meeting) 5/28 Steering Committee: at regular monthly meeting consider project requests less than \$50,000	<u>June</u> 6/14 Notice: Meeting facilitator will send out call for projects reminder to all partners 60 days in advance of the August application deadline
<u>July</u>	<u>August</u> 8/13 Deadline: project requests less than \$50K submitted to meeting facilitator (2 weeks before SC meeting) 8/27 Steering Committee: at regular monthly meeting consider project requests less than \$50,000	<u>September</u>
<u>October</u>	<u>November</u>	<u>December</u> 12/14 Notice: LSC partner staff will send out call for projects reminder to all partners at least 60 days in advance of the Feb/Mar application deadlines (dual notice this month – projects less than and greater than \$50K)

FY25 Lower St. Croix 1W1P
Watershed Based Implementation Funding Work Plan
Grant ID: TBD | Grant Expiration: December 31, 2027

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Grant Activities

This section provides a description of each grant activity. The Lower St. Croix Comprehensive Watershed Management Plan (CWMP) identifies four categories for Watershed Based Implementation Funding (WBIF) use: Implementation – BMPs/Restoration, Implementation – Shared Services/Staffing, Prioritization & Analysis, and Administration (CWMP, page 16). Contrary to prior grants, this work plan does not including funding for Prioritization & Analysis activities. The Board of Water and Soil Resources requires all WBIF grant work plans assign an eLINK activity category to each activity. Table 1 summarizes the ten grant activities across three categories and their associated eLINK categories and CWMP categories.

The project review and approval process for funding to local partners will utilize already established policies and procedures (see www.lsc1w1p.org/workplan-forms) and may use subcommittees to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Table 1. Grant Activities and Categories

Activity Name	eLINK Activity Category	CWMP Category
Structural Ag BMP Implementation	Agricultural Practices	Implementation – BMPs/Restoration
Structural Urban BMP Implementation	Urban Stormwater Practices	
Non-Structural Ag/Urban Implementation	Non-Structural Management Practices	
Wetland Restoration Implementation	Wetland Restoration/Creation	
Streambank/Shoreline Restoration	Streambank & Shoreline Restoration	
Agronomy Outreach Specialist	Project Development	Implementation – Shared Services/Staffing
Shared Services Education	Education/Information	
Technical/Engineering	Technical/Engineering Assistance	
Project Development	Project Development	Administration
Administration/Coordination	Administration/Coordination	

Implementation – BMPs/Restoration Activities

Activity: Structural Ag BMP Implementation

eLINK Activity Category: Agricultural Practices

Grant: \$350,000

Match: \$52,500

Match Source(s): Local or landowner funds

Lead Agency: Chisago SWCD, Craig Mell (also the lead for non-structural ag BMP implementation; subcontracts with local partners for specific projects).

Co-lead Agency: Washington Conservation District, Jay Riggs

Priority areas:

- LSC CWMP Table 5-2 Regionally Significant Rivers and Streams (page 81)
- LSC CWMP Table 5-3 Regionally Significant Lakes (page 82)
- LSC CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas (page 84)
- Also see priority locations for implementation items in LSC CWMP Table 5-1 which are related to this activity (pages 61-64)

CWMP Reference: Table 5-1, Pages 61-62. Activities #1 #2, #3

Activity Description: Provide cost-share/incentives for installing or implementing structural agricultural best management practices (e.g., feedlot improvements, buffers, WASCOBs, diversions, lined waterways, grade stabilization structures, vegetative swales, livestock water management, etc.). Project partners will check BWSR eligibility requirements and consult the BWSR Board Conservationist to ensure projects are eligible. NRCS or other BWSR accepted standards will be followed for all practices installed. For feedlot improvement projects, the project partner will complete the BWSR supplemental feedlot worksheet to ensure compliance with BWSR policy for using CWF funds for feedlot improvements. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 150 lb/yr.

Activity: Structural Urban BMP Implementation

eLINK Activity Category: Urban Stormwater Practices

Grant: \$300,000

Match: \$45,000

Match Source(s): Local or landowner funds

Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for nonstructural urban BMP implementation)

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- LSC CWMP Table 5-2 Regionally Significant Rivers and Streams (page 81)
- LSC CWMP Table 5-3 Regionally Significant Lakes (page 82)
- Also see priority locations for implementation items in LSC CWMP Table 5-1 which are related to this activity (pages 61-64)

CWMP Reference: Table 5-1, Page 66, Activities #12, #14, #15

Activity Description: Provide cost-share/incentives for implementing structural urban best management practices (e.g., vegetated swales, pervious pavement, gully stabilization, rain gardens, and other urban practices). BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 12 lb/yr.

Activity: Non-Structural Ag/Urban BMP Implementation

eLINK Activity Category: Non-Structural Management Practices

Grant: \$75,000

Ag Lead Agency: Chisago SWCD, Craig Mell (also the lead for Structural Ag BMP Implementation)

Urban Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for Structural Urban BMP Implementation)

Urban/Ag Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- LSC CWMP Table 5-2 Regionally Significant Rivers and Streams (page 81)
- LSC CWMP Table 5-3 Regionally Significant Lakes (page 82)
- Also see priority locations for implementation items in LSC CWMP Table 5-1 which are related to this activity (pages 61-64)
- Priority locations for nonstructural urban BMP implementation are described in the LSC Nonstructural Urban BMP policy.

CWMP Reference: Table 5-1, Pages 61, Activities #1, #2, #3, #14, #15

Activity Description: Provide cost-share/incentives for implementing non-structural **agricultural** best management practices (e.g., soil health BMPs, reduced tillage, cover crops, nutrient management planning, forage/biomass plantings). NRCS or other BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP.

Provide cost-share/incentives for implementing non-structural **urban** best management practices (e.g., enhanced street sweeping). BWSR accepted standards will be followed for all practices implemented. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP. Specific enhanced street sweeping targeting analyses will be performed for priority areas.

View the Non-Structural Agricultural Practices Policy and Enhanced Street Sweeping Protocols at www.lsc1w1p.org.

The target phosphorus load reduction for this Activity is 150 lb/yr.

Grant funds under this Activity will not be used to pay for staff time such as targeting analyses. See Implementation Category Budget Breakdown at the end of the Detail Work Plan Text.

Project Review & Grant Approval Process: WBIF grant funding under this activity will be bifurcated between agricultural and urban practices.

Agricultural Non-Structural: Due to the urgent nature of implementing non-structural agricultural practices with landowner coordination, these practices do not require approval by the Steering Committee nor the Policy Committee. See project approval policies and procedures at www.lsc1w1p.org.

Urban Non-Structural: Urban non-structural street sweeping incentive funding will only be available to communities with approved enhanced street sweeping plans. See project approval policies and procedures at www.lsc1w1p.org.

Activity: Wetland Restoration Implementation

eLINK Activity Category: Wetland Restoration/Creation

Grant: \$200,000

Match: \$30,000

Match Source(s): Local funds

Lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- LSC CWMP Table 5-2 Regionally Significant Rivers and Streams (page 81)
- LSC CWMP Table 5-3 Regionally Significant Lakes (page 82)
- LSC CWMP Figure 5-5 High Priority Areas for Wetland Restoration (page 88)
- Also see priority locations for implementation items in LSC CWMP Table 5-1 which are related to this activity.

CWMP Reference: Table 5-1, Page 71, Activity #28

Activity Description:

This Activity will involve implementation of wetland restoration project(s) as needed to achieve the target phosphorus reduction. The primary purpose of the wetland restoration project(s) will be for the improvement of water quality in receiving lakes/streams. Secondary benefits of wetland restoration projects will be considered as well, such as floodplain storage and habitat creation/enhancement.

Wetland restorations will not be used to mitigate wetland impacts. Grant funds will not be used for fee title land acquisition (but may be used as match in accordance with WBIF Policy). LSC Partners will ensure proposed wetland restorations are consistent with WBIF eligibility requirements. LSC Partners will target specific restorations through utilization of existing studies and targeting analyses (e.g., drained wetland inventories, diagnostic studies, subwatershed assessments), performance of additional modeling analyses using existing data from said studies, and completion of additional targeting analyses as necessary to fill data gaps. Work pertaining to targeting strategies is included as part of other grant Activities. Wetland restoration phosphorus reduction will be dependent on a number of factors beyond acres restored (e.g., proximity to target waterbody, level of degradation, hydrology).

The target phosphorus load reduction for this Activity is 50 lb/yr.

[Activity: Streambank/Shoreline Restorations](#)

eLINK Activity Category: Streambank/Shoreline Restoration

Grant: \$80,000

Match: \$12,000

Match Source(s): Local funds

Lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- LSC CWMP Table 5-2 Regionally Significant Rivers and Streams (page 81)
- LSC CWMP Table 5-3 Regionally Significant Lakes (page 82)
- Also see priority locations for implementation items in LSC CWMP Table 5-1 which are related to this activity.

CWMP Reference: Table 5-1, Pages 68 and 70, Activities #21, #26

Activity Description: This activity includes one large-scale streambank restoration project with bank stabilization, and/or in-channel work, and/or improvements in floodplain connectivity; and/or cost share for up to 20 shoreline restoration and habitat improvement projects. Cost share projects are likely to be implemented by private landowners. Engagement with shoreline landowners and marketing of cost share programs will be accomplished through outreach, education, and workshops delivered through the Shared Services Educator. BWSR accepted standards and practices will be followed for restoration projects and assurances for long-term maintenance will be secured for each project.

The target phosphorus load reduction for this Activity is 7 lbs/yr

Implementation – Shared Services/Staffing

Activity: Agronomy Outreach Specialist

eLINK Activity Category: Project Development

Grant: \$300,000

Co-Lead Agencies: Chisago SWCD, Craig Mell and Washington Conservation District, Jay Riggs

Priority areas: Agronomy outreach specialist will focus on priority areas described in Structural Ag BMP Implementation and Non-Structural Ag Implementation

CWMP Reference: Table 5-1, Page 61, Shared Services Activity

Activity Description: Agronomy outreach specialist. (A) Shared Services: Work with an agricultural conservationist (one individual) for basin wide assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. Approximately 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. Staff qualifications are subject to change and included in eLINK. Any updates will be submitted to the BWSR BC for review. See Agronomy Outreach Specialist Details & Milestones for more information.

This would allow for 1 full-time agronomy outreach specialist to work basin-wide. Staff will work basin-wide and may have more than one office space. LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements.

Costs billed to this item will include the following: Staff salary, , benefits, travel expenses, training expenses, and office supplies. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to direct landowner outreach and technical assistance, as described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the shared services educator, coordinated planning efforts, regular basin-scale coordination meetings with LSC partners and other agencies as appropriate.

Activity: Shared Services Education

eLINK Activity Category: Education/Information

Grant: \$265,000

Match: \$56,507.10

Match Source: Parties to the LSC JPC

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (Subcontract with WCD to act as host entity)

Priority areas: Basin-wide

CWMP Reference: Table 5-1, Page 65, Shared Services Activity

Activity Description: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices through the well established East Metro Water Resources Education Program (EMWREP). Education and outreach tasks will serve the goals outlined in the LSC CWMP and may not always pertain to the implementation items described in this WBIF grant work plan, but will always have a primary benefit to water quality in priority resources.

- 90% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits;
- 10% = solicit willing landowners to install BMPs that are goals within this plan. Promoted practices will be in line with BWSR eligibility requirements and will focus on water quality.

[0.5 FTE to implement EMWREP basin wide + educational materials + Supplemental Community Assistance]. Supplemental Community Assistance will include promoting MIDS in communities, reviewing ordinances, and providing education through Non-point Education for Municipal Officials (NEMO). Outreach will also include work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through their protection of shoreline and streambank buffers.

LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements. Staff qualifications are subject to change and included in eLINK. Any updates will be submitted to the BWSR BC for review. See Education Details & Milestones for more information.

Costs billed to this item will include staff pay, program expenses, and contracted services for MIDS adoption initiative. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to the outreach tasks described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the agronomy outreach specialist, coordinated planning efforts.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category.

Project Review & Grant Approval Process: This activity is composed of three types of education & outreach expenditures.

Shared Services Educator: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

Education Materials/Expenses: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

Supplemental Community Assistance: MIDS Adoption Initiative expenditures will be composed of professional services (technical assistance from a MIDS subject matter expert). See project approval policies and procedures at www.lsc1w1p.org.

Activity: Technical/Engineering

eLINK Activity Category: Technical/Engineering Assistance

Grant: \$210,000

Lead Agencies: Chisago SWCD, Craig Mell (lead agency for structural and non-structural ag implementation; subcontracts with local partners for specific projects)

Staff Qualifications: This task includes funding for a 0.5 FTE engineering technician to be shared basin-wide, along with funding for qualified private engineering services.

CWMP Reference: Table 5-1, Pages 61 and 65, Technical Assistance Activity

Activity Description: This Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used to contract with a third-party consultant for technical/engineering assistance. Funding allocation will be prioritized in areas where there are not local funds to support design work.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity: Project Development

eLINK Activity Category: Project Development

Grant: \$90,000

Lead Agencies: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Staff Qualifications: Staff of partners or their qualified consultants

Activity Description: This activity provides funding to partners to augment staff capacity needed to build relationships and provide outreach to key landowners. Outreach will increase likelihood that landowners will implement critical BMPs in urban and agricultural areas. The activity will include targeted outreach, site visits, and relationship building for high priority projects.

Administration

Activity: Administration/Coordination

eLINK Activity Category: Administration/Coordination

Grant: \$100,071

Match: \$1,000

Lead Agencies: Chisago SWCD, WCD

Activity Description: Staff qualifications are subject to change and included in eLINK. Any updates will be submitted to the BWSR BC for review. See Staff Assignments and Qualifications document for more detail. This Activity will include the following tasks.

- Grant and progress reporting – includes coordinating with fiscal agent and other partners to gather reporting information, compiling said information, and entering reports into eLINK; will also include assisting fiscal agent with any grant/work plan amendments as necessary. Progress reporting will include demonstration of progress toward measurable outcomes (i.e., nutrient load reductions seen at target waterbodies) – examples include pounds of phosphorus and tons of total suspended solids removed from existing loads. Partners may use local funding to perform effectiveness monitoring to demonstrate actual outcomes achieved by projects. Otherwise, modeled loads will be reported. Staff will also report on outputs achieved (i.e., the interim steps needed in order to achieve the ultimate outcomes) – examples include number of landowners contacted, number of projects completed, description of outreach activities performed. Progress reporting will include comparison of budget vs actual spend for each cost category, as described in the final section of this work plan and on page 16 of the LSC CWMP.
- Coordination of Policy Committee, Steering Committee, Advisory Committee, and work plan activity planning team (lead coordination of meetings, agendas, meeting material distribution)
- Website upkeep: This activity includes the use of grant funds to host and update the LSC interactive web map as necessary.
- Fiscal agent administration and contract coordination – includes coordinating with other partners to gather reporting information and reviewing draft report; will also include leading any grant/work plan amendments as necessary
- Agronomy Outreach Specialist and Educator payroll administration.

Budget

Table 2. Grant Budget

Activity Name	Grant Budget	Match Budget	Total Budget
Structural Ag BMP Implementation	\$350,000	\$52,500	\$402,500
Structural Urban BMP Implementation	\$300,000	\$45,000	\$345,000
Non-Structural Ag/Urban Implementation	\$75,000	\$0	\$75,000
Wetland Restoration Implementation	\$200,000	\$30,000	\$230,000
Streambank/Shoreline Restorations	\$80,000	\$12,000	\$92,000
Implementation – BMPs/Restoration Subtotal	\$1,005,000	\$139,500	\$1,144,500
Agronomy Outreach Specialist	\$300,000	\$0	\$300,000
Shared Services Education	\$265,000	\$56,507.10	\$321,507.10
Technical/Engineering	\$210,000	\$0	\$210,000
Project Development	\$90,000	\$0	\$90,000
Implementation – Shared Services/Staffing Subtotal	\$865,000	\$56,507.10	\$921,507.10
Administration/Coordination	\$100,071	\$1,000	\$101,071
Total	\$1,970,071	\$197,007.10	\$2,167,078.10

Table 3. Shared Services Education Budget Breakout

Activity Name	Grant	Match	Total
Shared Services Education	\$265,000.00	\$56,507.10	\$321,507.10
Educator Compensation	\$180,000.00		
Education Materials/Equipment	\$30,000.00		
Supplemental Community Assistance	\$55,000.00		

The Lower St. Croix Comprehensive Watershed Management Plan ([page 16](#)) provides an expected distribution of WBIFs across program areas. Table 4 compares the FY25 WBIF grant budget to the CWMP distribution.

Table 4. Grant Budget Distribution Across Program Areas

	LSC CWMP (Page 16)	Work Plan (Grant Funds)	Actual Grant Spend**
Implementation - BMPs/Restoration Activities*	45%	51%	TBD
Implementation - Shared Services	25%	44%	TBD
Prioritization & Analysis	25%	0%	TBD
Administration	5%	5%	TBD
	100%	100%	100%

*Expenses billed to implementation (blue) line items will be for implementation only and will not include staff time/engineering. Staff/consultant time for project coordination/design/engineering/oversight etc. is covered by the remaining three categories (green, orange, yellow).

**Progress reporting will include comparison of budget vs actual spend for each cost category.

Phosphorus Reduction Goals and Progress

Phosphorus Reductions from CWMP	10-Year Phosphorus Reduction Goal (lb/yr)	2-Year Average (lb/yr)	FY21 WBIF Goal (lb/yr)	FY21 Actual (lb/yr)	FY23 WBIF Goal (lb/yr)	FY23 Expected (lb/yr)	FY25 WBIF Goal (lb/yr)
Priority Streams (CWMP Table 5-2)	4,140	828	915	1818.5	381	428.8	369
Priority Lakes (CWMP Table 5-3)	1,363	273					
TOTAL	5,503	1,101					

The table above contains total phosphorus reduction goals from the LSC CWMP (see Tables 5-2 and 5-3 on pages 81 and 82) for priority streams and priority lakes. If divided equally throughout the 10-year plan period, the average total lakes/streams phosphorus reduction goal would be 1,101 pounds/year achieved every 2-year period. The WBIF goal load reductions are below the CWMP 2-year average. The

LSC partners estimated that the full basin-wide goal cannot be achieved solely with WBIF funds. Partners must leverage local dollars and other funding sources in order to meet the basin's goals.

LSC partners may utilize multiple calculation tools to estimate load reductions. Examples include MIDS calculator, PTMApp, BWSR Pollutant Reduction Estimator, estimation via outflow, and internal loading analysis. See CWMP page 99 for a full list of potential reduction tools and their general intended uses. LSC partners will choose the calculation tool best suited to the proposed BMP. Phosphorus reductions will be estimated at the target waterbody (not just at edge-of-field).

Phosphorus reductions achieved at specific priority waterbodies will be reported annually. LSC partners will also estimate, on an annual basis, the load reduction achieved at the St. Croix River as a result of implemented practices.

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 14
Title of Item for Consideration: 2025-2027 East Metro Water Resource Education Program agreement between Chisago County and Washington Conservation District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On December 1, 2021, the Chisago County Board of Commissioners approved \$6,685.62 in Water Plan funding for the 2022 East Metro Water Resource Education Program. On January 19, 2022, the County Board approved the agreement between Washington Conservation District and Chisago County for the 2022-24 East Metro Water Resource Education Program. Total yearly cost for the program from 2022 - 2024 was \$6,685.62.	
Background: The East Metro Water Resource Education Program (EMWREP) is a partnership of over 25 local units of government, hosted by the Washington Conservation District. The partnership was formed in 2006 in Washington County. In 2022, the program expanded into Chisago, Isanti, and Pine Counties to support the implementation of the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP). The purpose of the shared education program is to provide education about the impacts of non-point source pollution on local lakes, rivers, wetlands, and groundwater resources and to engage people and communities in projects that will help to protect and improve water quality in the lower St. Croix watershed. The LSC CWMP and Lower St. Croix Watershed Partnership program also provides water resource educational activities. However, these activities are limited to specific objectives outlined in the LSC CWMP Watershed Based Implementation Funding grant work plan (shown in the attached). Chisago County has participated in the EMWREP partnership program since 2022. Attached is a bulleted list of EMWREP educational programming and support for the county in 2024, which includes shoreline education, volunteer engagement, local leader workshops, municipal staff training, and other educational activities. The educational program and Work Plan for 2025 – 2027 (listed below and outlined in the Work Plan attached) will provide resources for residents and local government partners based on the following priority objectives: • Engaging public and private landowners to plant native landscapes and raingardens, especially in priority locations, • Supporting partners in their efforts to maintain and restore natural shorelines, • Promoting conservation development, • Minimizing stormwater runoff pollution, • Building social capacity for environmental change and strengthen community connections, and • Additional opportunities for coordinated education support. Attachment(s): • Agreement between Washington Conservation District and Chisago County for the 2025-2027 East Metro Water Resource Education Program	

- EMWREP Work Plan 2025 - 2027
- Chisago County EMWREP Education Activities 2024

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the suggested motion is as follows:

“Move to approve the agreement between Washington Conservation District and Chisago County for the 2025-2027 East Metro Water Resource Education Program. Funding for the 2025 program is \$8,000.”

Implications of Action: Participation in the EMWREP program will improve education/outreach about non-point source pollution and aquatic invasive species Chisago countywide.

Budget/Financial Implications: The agreement amount is \$8,000.00 per year for three years. The total agreement for three years is \$24,000.00. Funding for this program will also need to be included in the 2026-2027 Chisago County Water Plan budgets.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.

Administrator's Recommendation

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

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2025-2027
EAST METRO WATER EDUCATION PROGRAM (EMWREP)**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Education Program (EMWREP), hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to EMWREP. Eligible PARTNERS include counties, watershed organizations, lake improvement districts, and municipalities within the Twin Cities East Metro and Lower St. Croix Watershed of Minnesota.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2025 to December 31, 2027 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the EMWREP Steering Committee. This Committee will assist the EMWREP Coordinator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

County or SWCD (Population > 100,000): \$16,300/year
County or SWCD (Population < 100,000): \$8,000/year
County or SWCD partially within the Lower St. Croix watershed: \$1,600/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$16,000/year
Medium Watershed Districts (TMV \$1-5 Billion): \$24,500/year
Large Watershed Districts (TMV >\$5 Billion): \$32,000/year
Watershed Management Organizations and Lake Improvement Districts: \$8,000/year
Large MS4 Cities (Population > 5,000): \$3,500/year
Small MS4 Cities (Population > 5,000): \$900/year

An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement. In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$16,172.82 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF EMWREP**

HOST: Washington Conservation District

PARTNER: Chisago County

Annual Contribution Amount*: \$8,000

**An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement.*

Contract start date: January 1, 2025

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____
Name

Title

BY: _____
WCD Board Chair Date

BY: _____
Name

Title

BY: _____
WCD Manager Date

Approval as to form and execution:

Date

EXHIBIT A

SCOPE OF SERVICES EMWREP

HOST responsibilities:

1. Hire, employ and supervise Water Resource Educators that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to EMWREP partners.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the EMWREP Steering Committee. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the EMWREP Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

EMWREP staff responsibilities:

1. Prepare, coordinate, and revise EMWREP Work Plan annually with the EMWREP Steering Committee.
2. Review and advise PARTNERS annually on educational aspects relevant to their water plans.
3. Develop annual plan of work with the EMWREP Steering Committee. Workplan will reference MS4 education programs and PARTNERS water and education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the EMWREP Program.
6. Coordinate with “Watershed Partners” and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information share on website, social, media, and print communications.
8. Present papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating EMWREP members.

**EXHIBIT B
BUDGET**

SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET

Staff Support and Overhead Expenses	Materials	Total
\$232,000	\$15,000	\$247,000

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS

	Partner	2025 Contribution
Watershed Management Organizations	Browns Creek Watershed District	\$24,500
	Carnelian-Marine-St. Croix Watershed District	\$16,000
	Chisago Lakes Improvement District	\$8,000
	Comfort Lake – Forest Lake Watershed District	\$24,500
	Middle St. Croix Watershed Management Organization	\$8,000
	Ramsey-Washington Metro Watershed District	\$16,000
	Rice Creek Watershed District	\$24,500
	South Washington Watershed District	\$32,000
	Valley Branch Watershed District	\$24,500
Counties	Chisago County	\$8,000
	Isanti County	\$1,600
	Washington County	\$16,300
Soil & Water Conservation Districts	Chisago Soil and Water Conservation District	\$8,000
	Isanti Soil and Water Conservation District	\$1,600
Cities & Townships	City of Afton	\$900
	City of Bayport	\$900
	City of Cottage Grove	\$3,500
	City of Dellwood	\$900
	City of Forest Lake	\$3,500
	City of Grant	\$900
	City of Hugo	\$3,500
	City of Lake Elmo	\$3,500
	City of Newport	\$900
	City of Oak Park Heights	\$900
	City of Oakdale	\$3,500
	City of St. Paul Park	\$900
	City of Stillwater	\$3,500
	City of Willernie	\$900
	City of Woodbury	\$3,500
	City of Wyoming	\$900
	West Lakeland Township	\$900
	TOTAL	\$247,000

Objective 1: Engage public and private landowners to plant native landscapes and raingardens, especially in priority locations.

Components of this work include:

1. Educating and engaging urban, rural, and commercial landowners
2. Collaborating with schools and religious institutions
3. Developing targeted outreach campaigns
4. Identifying and making “big picture” connections
5. Training landscape contractors and professionals
6. Utilizing and supporting regional programs such as Blue thumb – Planting for Clean Water
7. Utilizing and supporting local, partner-led programs such as cost-share grants and site visits.

Current program model & funding:

1. **Workshops for the public, focused on:**
 - Urban landowners
 - Rural landowners
2. **Base level support for targeted outreach that is partner-led** (ie. to support a one-time grant or during a 10yr watershed plan update)
3. **Base level support for outreach to schools and other large campuses** (partner-led) **and/or occasional programming** (as requested by schools)

EMWREP 2.0:

1. **Proactive outreach to and collaboration with schools and other large campuses**

Objective 2: Maintain and restore natural shorelines.

Components of this work include:

1. Educating and engaging shoreline landowners
2. Collaborating with lake associations
3. Training landscape contractors and professionals
4. Training realtors selling shoreline properties
5. Educating and engaging local leaders from cities, townships and counties to adopt enhanced shoreline ordinances
6. Utilizing and supporting local, partner-led programs such as cost-share grants and site visits.
7. Collaborating with external partners such as Minnesota DNR and MLRA

Current program model & funding:

1. **Workshops for the public**
2. **Workshops for realtors**
3. **Workshops for contractors**
4. **Collaboration with lake associations**
5. **Base level support for targeted outreach that is partner-led** (ie. to support a one-time grant or during a 10yr watershed plan update)

Objective 3: Promote conservation development.

Components of this work include:

1. Educating and engaging local leaders from cities, townships and counties to adopt MIDS.
2. Supporting local communities in natural resources planning to preserve open space, protect high quality and sensitive natural resources, and create/maintain habitat corridors.
3. Developing strategies for engaging builders and developers.
4. Developing educational materials for new homebuyers, especially those buying property to build or remodel on their own.

Current program model & funding:

1. **Workshops for local decision-makers (ie. St. Croix WOW series)**
2. **Presentations to councils and commissions, as requested**

EMWREP 2.0:

1. **Proactive outreach to councils and planning commissions** (Goal = At least one presentation every two years to each community)
 - a. Current funding through LSC for MIDS and shoreland ordinance updates
 - b. Could be expanded to include ordinance updates related to trees, soil health, native landscaping, etc.
 - c. In some locations, there is also a need for improved rules and/or enforcement
2. **Build relationships with builders and developers**
3. **Continued outreach and education for HOAs**
4. **Collaborate with citizen groups to advocate for conservation development**

Objective 4: Minimize stormwater runoff pollution.

Components of this work include:

1. Creating and disseminating stormwater education materials to the general public
2. Training municipal staff and contractors
3. Supporting partners in meeting MS4 permit requirements
4. Engaging community residents through the Adopt-a-Drain program
5. Utilizing and supporting regional programs such as Watershed Partners

Current program model & funding:

1. **Media & communications**
2. **Attend community events**
3. **Salt education for contractors and private property owners**
4. **Articles for city newsletters**
5. **SMART Salt training for municipal staff**
6. **Adopt a Drain**
7. **Stormwater U trainings for staff**

Objective 6: Build social capacity for environmental change and strengthen community connections.

Components of this work include:

1. Building and nurturing partnerships with state and local government, non-profit organizations, sportsman groups, and community groups.
2. Engaging volunteers through programs such as Minnesota Water Stewards, Master Gardeners, AIS Detectors, Adopt-a-Drain, and Adopt-a-Raingarden.
3. Maintaining a robust community presence that utilizes multiple media platforms and communication strategies, including blog and newspaper articles, paper and e-newsletters, social media, websites, and community events.
4. Conducting audience research to understand knowledge, behaviors, barriers, and opportunities and guide development of effective outreach and engagement programs.

Current program model & funding:

1. **Attend community events**
2. **Media and communications**
3. **Base level support for school and youth engagement** (ie. Children's Water Festival, occasional Scout programs, etc)
4. **Mentoring and engaging Water Stewards and other volunteers**
5. **Stakeholder engagement for plan updates**

EMWREP 2.0:

1. **Proactive outreach to schools and youth groups for education and volunteer engagement.**
2. **Proactive outreach to new community groups and underserved populations**
3. **Development of a BIPOC Youth Mentorship program (goal to pilot in summer 2025)**
4. **Working in partnership with Freshwater to recruit and train 1-2 new cohorts of Water Steward volunteers**

Additional opportunities for coordinated education support, in addition to EMWREP core services:

*The following activities are limited to a smaller geographical area but could use similar outreach materials, strategies, or approaches.

1. Targeted outreach to priority neighborhoods or audiences
2. Welcome packets for new landowners

East Metro Water Education Program (EMWREP)	Lower St. Croix Watershed Partnership
Funded by local government partners in Chisago, Isanti and Washington Counties.	Funded by watershed based implementation funds (WBIF) from the Minnesota Board of Water and Soil Resources.
Staffing available = 1.7 FTE	Staffing available = 0.5 FTE
The EMWREP program is designed to support member communities and includes a broad array of educational programs and activities.	Educational activities are limited to specific objectives outlined in the WBIF grant work plan.
Education priorities in 2025 -2027 include: - Engaging public and private landowners to plant native landscapes and raingardens, especially in priority locations. - Conducting workshops and webinars for the general public - Providing outreach support for small-scale projects with urban and rural landowners - Supporting school and volunteer planting projects - Promoting cost-share programs - Participating in the Blue Thumb – Planting for Clean Water program - Developing and distributing informational materials through a variety of means, including website, social media, and in-person community events - Supporting partners in their efforts to maintain and restore natural shorelines - Conducting workshops and webinars for realtors, contractors, and shoreline landowners - Delivering information to shoreline landowners through a monthly e-newsletter sent to more than 35 area lake associations - Promoting conservation development - Developing and distributing educational materials to homeowners associations (HOAs) - Hosting workshops for local officials and providing presentations to city councils, planning commissions, and county boards - Minimizing stormwater runoff pollution - Developing and distributing MS4 stormwater education materials at community events and through a variety of media platforms. These materials are also shared with partners for use in their own communications. - Hosting SMART Salt certification trainings for municipal staff, contractors, and private property owners - Engaging community volunteers in programs such as Adopt a Drain and Adopt a Raingarden - Developing Stormwater U trainings for local government staff - Building social capacity for environmental change and strengthen community connections. - Mentoring and engaging Water Stewards and other volunteers - Developing and maintaining education partnerships with nonprofit organizations such as Wild Rivers Conservancy, Great River Greening, and Friends of the Mississippi River - Supporting stakeholder engagement efforts for EMWREP partners during plan updates - Supporting youth education and engagement - Maintaining robust communications, including weekly articles for blog and local newspapers, and educational videos for social media	Education priorities in 2025-26 include: - Working with local decision-makers to adopt MIDS and enhanced shoreline ordinances - Providing outreach support for partners to complete structural and non-structural urban and ag projects, as outlined in the WBIF grant work plan - Engaging lake associations and shoreland property owners in projects to protect and restore natural shorelines - Communicating programs and achievements of the Lower St. Croix Watershed Partnership through a variety of means, including website, social media, and in-person events and presentations

Chisago County Request for Board Action

Meeting Date: November 20, 2024	Item Number: 15
Title of Item for Consideration: Report and Recommendations from the November 13, 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 November 13th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <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>Community Corrections Act (CCA) Probation Delivery System:</u> Director Hendrickson and Supervisor Mott presented the proposed plan for changing of current County Probation delivery systems from CPO to CCA. <i>The Committee recommended bringing the proposed change to the December 18th County Board meeting.</i> <u>2025 Capital Improvement Plan Development:</u> Administrator Burnham presented the 2025 Capital Improvement requests from the County departments. <i>The Committee recommended many changes but directed staff to come back to the December 11th Budget and Finance meeting.</i> Attachment: • November 13th Budget and Finance Packet	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the November 13th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion: <i>“Move to accept the November 13th Budget and Finance Report.”</i> <i>And</i> <i>“Move to approve scheduling the changing of Probation delivery systems to the December 18th Board of Commissioners meeting.”</i>	

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.

Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve <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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, November 13th, 2024

County Board Room, Room 172 at 3:00 p.m.

PROPOSED AGENDA

- I.** Current Year-to-Date Financial Update
 - a. Operating Budget vs Actual
 - b. Salaries and Wages Budget vs Actual
 - c. Fund Balance Charts
 - d. Wheelage Tax and Local Option Sales Tax Charts
 - e. CIP Budget to Actual
 - f. ARPA Budget to Actual
- II.** Monthly Current County Staffing Update
- III.** 2025 Capital Improvement Plan
- IV.** Community Corrections Act (CCA) Probation Delivery System

Upcoming Schedule

- Wednesday, December 4th – Truth in Taxation Hearing at 7:00 p.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 10/31/2024
83% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
GENERAL FUND						
Board of Commissioners	\$ 208,024	\$ 280,024	\$ 236,462	114%	84%	2024 AMC & MICA Dues
District Court	212,500	212,500	159,750	75%	75%	
<i>Law Library</i>	<i>30,000</i>	<i>162,368</i>	<i>25,441</i>	<i>85%</i>	<i>16%</i>	<i>Restricted</i>
				137%		HUB Fees, 2024 AMC Dues
						Arbitration Fees
						Leadership Training
County Administrator	83,200	83,200	114,352		137%	Mileage
Auditor-Treasurer	28,065	28,065	12,649	45%	45%	Valuation Notices billed in Dec (\$6k)
Audit	110,000	110,000	15,551	14%	14%	Invoices Pending
Assessor	79,850	79,850	51,830	65%	65%	
Enterprise Services	4,182,484	4,182,484	2,769,402	66%	66%	Microsoft Invoice billed in Dec (\$360K)
Central Services	110,750	110,750	55,960	51%	51%	
Elections	116,500	277,904	135,128	116%	49%	
				93%		Contract Employee (offset in Salaries)
County Attorney	92,550	92,550	85,755		93%	Annual Contract Pymts
<i>County Attorney Forfeiture</i>	<i>-</i>	<i>34,998</i>	<i>4,766</i>	<i>0%</i>	<i>14%</i>	<i>Restricted</i>
Recorder	17,950	17,950	13,196	74%	74%	
<i>Recorder Compliance/Technology</i>	<i>1,500</i>	<i>2,207,802</i>	<i>447,770</i>	<i>N/A</i>	<i>20%</i>	<i>Restricted</i>
Maintenance	1,008,089	1,008,089	872,311	87%	87%	
Planning & Zoning	291,500	291,500	144,591	50%	50%	
Wellness, Safety and Ergonomics	-	40,768	11,767	0%	29%	
				97%		2024 Gen Liab & Worker's Comp Ins
						Retiree Payouts:
General Government	1,287,695	1,492,798	1,254,736		84%	\$245k Actual vs. \$274k Budget
Contingency	100,000	225,630	8,800	9%	4%	
Sheriff	930,521	930,521	663,651	71%	71%	
<i>Sheriff Forfeitures</i>	<i>-</i>	<i>29,484</i>	<i>19,064</i>	<i>0%</i>	<i>65%</i>	<i>Restricted</i>
<i>Boat & Water</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>0%</i>	<i>0%</i>	<i>Restricted</i>
<i>Sheriff's Reserve</i>	<i>-</i>	<i>9,824</i>	<i>7,132</i>	<i>0%</i>	<i>73%</i>	<i>Restricted</i>
<i>Snowmobile Safety</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>0%</i>	<i>0%</i>	<i>Restricted</i>
<i>Sheriff's Contingency</i>	<i>-</i>	<i>6,253</i>	<i>6,283</i>	<i>0%</i>	<i>100%</i>	<i>Restricted</i>
<i>Gun Permits</i>	<i>-</i>	<i>137,549</i>	<i>20,849</i>	<i>0%</i>	<i>15%</i>	<i>Restricted</i>
<i>Project Lifesaver</i>	<i>-</i>	<i>5,986</i>	<i>-</i>	<i>0%</i>	<i>0%</i>	<i>Restricted</i>
<i>Public Safety Grants</i>	<i>161,500</i>	<i>1,256,181</i>	<i>161,823</i>	<i>100%</i>	<i>13%</i>	<i>Restricted</i>
Coroner	153,159	153,159	110,602	72%	72%	Q1 - Q3 Allocation
County Jail	742,650	742,650	497,343	67%	67%	
<i>Jail Canteen</i>	<i>-</i>	<i>181,516</i>	<i>69,826</i>	<i>0%</i>	<i>38%</i>	<i>Restricted</i>
Probation & Parole	131,006	131,006	122,686	94%	94%	
Emergency Management	33,374	33,374	34,578	104%	104%	2024 CODERED
<i>E-911</i>	<i>162,000</i>	<i>630,248</i>	<i>15,148</i>	<i>9%</i>	<i>2%</i>	<i>Restricted</i>

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 10/31/2024
83% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
<i>Controlled Substances – Share of Fines</i>	-	298	-	0%	0%	<i>Restricted</i>
Historical Society	40,000	40,000	40,000	100%	100%	2024 Allocation
Regional Library	778,495	778,495	778,495	100%	100%	2024 Allocation
Parks	137,000	137,000	110,849	81%	81%	
County Agricultural Society	16,000	16,000	8,000	50%	50%	
County Extension Services	141,200	141,200	103,562	73%	73%	
Soil & Water	200,000	200,000	100,000	50%	50%	
<i>Water Quality Grant</i>	<i>80,900</i>	<i>361,139</i>	<i>33,711</i>	<i>42%</i>	<i>9%</i>	<i>Restricted</i>
<i>Sewer Grants</i>	<i>-</i>	<i>45,494</i>	<i>32,420</i>	<i>0%</i>	<i>71%</i>	<i>Restricted</i>
<i>Wetland Grant</i>	<i>5,000</i>	<i>5,000</i>	<i>5,672</i>	<i>113%</i>	<i>113%</i>	<i>Restricted – has offsetting revenue</i>
<i>Watercraft Inspection</i>	<i>86,100</i>	<i>211,661</i>	<i>12,422</i>	<i>14%</i>	<i>6%</i>	<i>Restricted</i>
Economic Development	47,000	47,000	18,715	40%	40%	
TOTAL GENERAL FUND	\$ 11,806,562	\$ 17,170,268	\$ 9,393,048	80%	55%	
ROAD AND BRIDGE FUND						
Surveyor	\$ 5,050	\$ 5,050	\$ 3,556	70%	70%	
Highway Administration	33,600	33,600	29,973	89%	89%	
Highway Engineering	2,956,450	2,884,450	2,132,362	72%	74%	
Highway Construction	12,940,000	14,240,000	13,865,320	107%	97%	
Highway Maintenance	3,033,550	3,033,550	1,127,589	37%	37%	
Equipment Maintenance/Shop	932,200	932,200	727,378	78%	78%	
Traffic Operations	437,500	437,500	366,038	84%	84%	
TOTAL ROAD AND BRIDGE FUND	\$ 20,338,350	\$ 21,566,350	\$ 18,252,216	90%	85%	
HEALTH AND HUMAN SERVICES						
Veterans Service	\$ 37,150	\$ 37,150	\$ 23,624	64%	64%	
Income Maintenance	792,045	1,145,889	721,989	91%	63%	
Social Services	3,794,095	4,032,942	2,867,074	76%	71%	
Public Health Nursing	332,030	332,030	277,917	84%	84%	
<i>Opioid Settlement</i>	<i>-</i>	<i>618,129</i>	<i>9,290</i>	<i>0%</i>	<i>2%</i>	<i>Restricted</i>
TOTAL HEALTH AND HUMAN SERVICES	\$ 4,955,320	\$ 6,166,140	\$ 3,899,894	79%	63%	
BUILDING FUND						
General Government	\$ 83,602	\$ 153,671	\$ 83,602	100%	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	0%	
TOTAL BUILDING FUND	\$ 83,602	\$ 170,671	\$ 83,602	100%	49%	

SALARIES AND WAGES

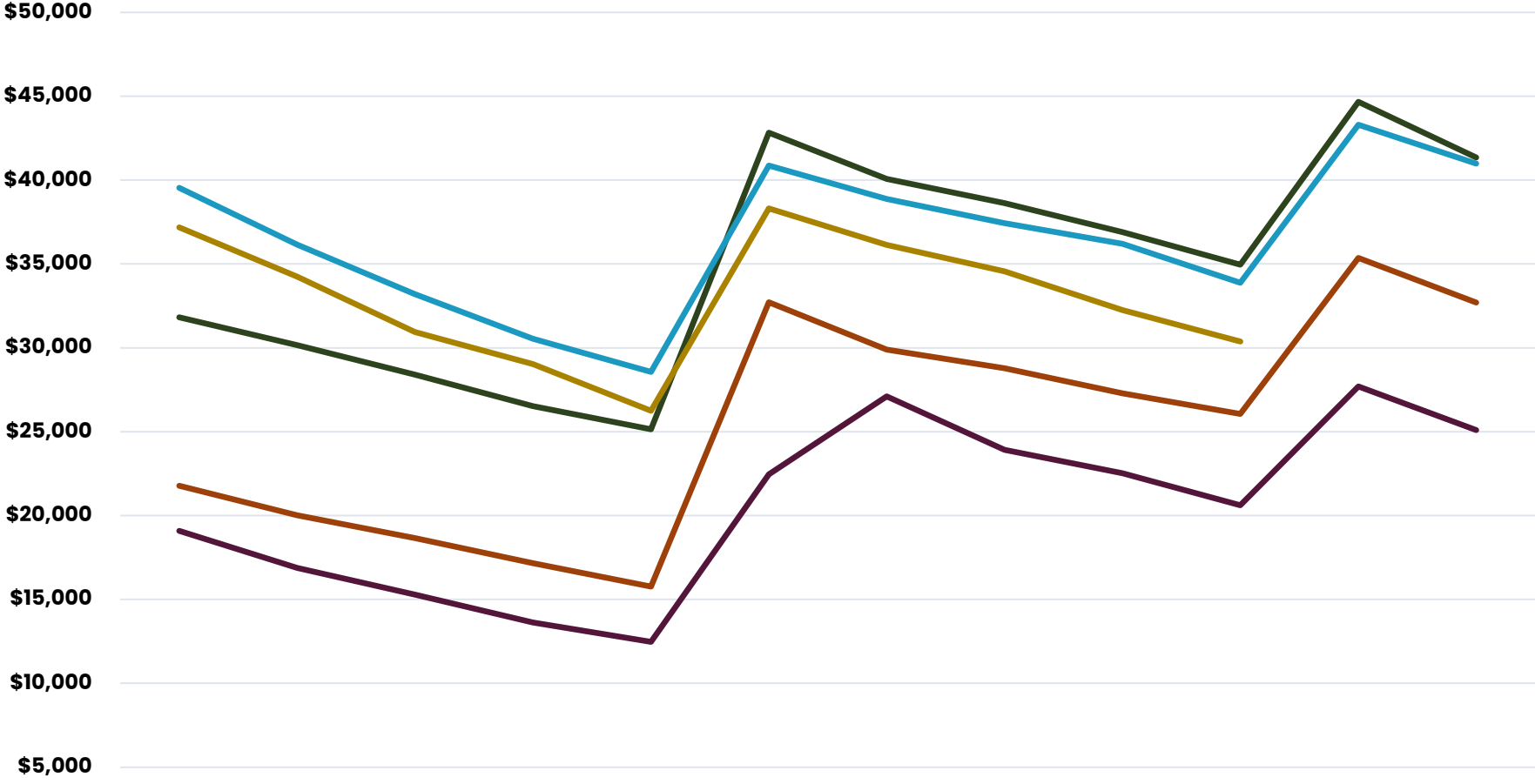
BUDGET VS ACTUAL

AS OF 10/31/2024

83% OF YEAR COMPLETE

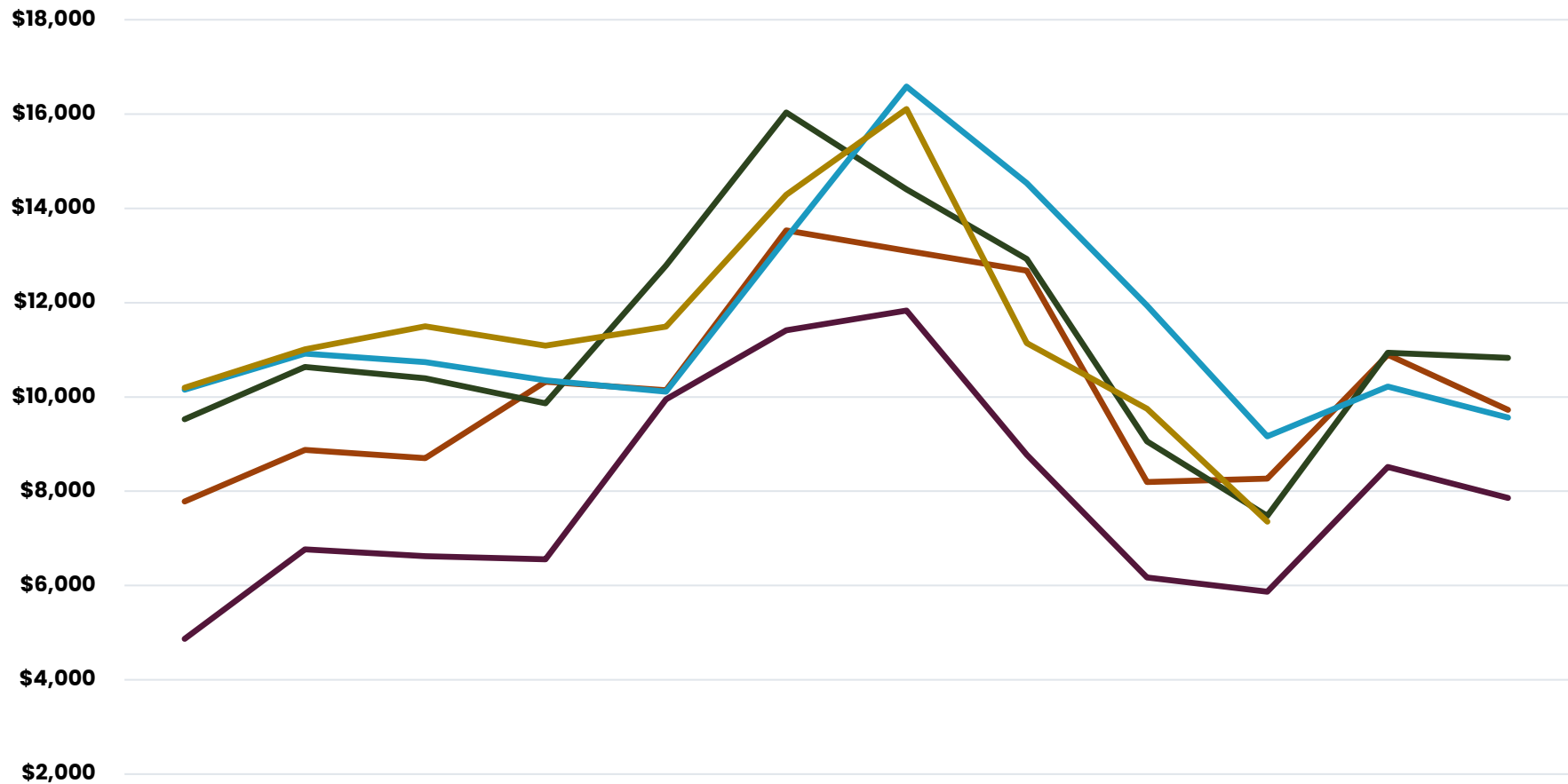
	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	\$ 230,108	\$ 206,794	90%
Law Library	10,514	5,701	54%
County Administrator	1,028,189	779,959	76%
Auditor-Treasurer	823,213	656,200	80%
Assessor	986,228	765,935	78%
Enterprise Services	2,153,925	1,765,019	82%
Elections	37,386	14,519	39%
County Attorney	2,832,540	2,046,489	72%
Recorder	346,477	256,888	74%
Maintenance	661,442	477,174	72%
Planning & Zoning	1,117,645	877,987	79%
Sheriff	7,297,256	5,905,225	81%
County Jail	4,324,033	3,357,271	78%
Probation & Parole	1,320,479	1,054,078	80%
Emergency Management	118,053	102,835	87%
Parks	465,220	348,345	75%
Water Quality Grant	118,293	111,605	94%
Wetland Grant	113,352	91,711	81%
Watercraft Inspection	229,223	123,270	54%
TOTAL GENERAL FUND	\$ 24,213,576	\$ 18,947,005	78%
ROAD AND BRIDGE FUND			
Surveyor	\$ 168,442	\$ 138,879	82%
Highway Administration	390,743	339,927	87%
Highway Engineering	1,069,593	831,838	78%
Highway Maintenance	1,961,065	1,501,111	77%
Equipment Maintenance/Shop	487,335	512,510	105%
Traffic Operations	209,075	178,351	85%
TOTAL ROAD AND BRIDGE FUND	\$ 4,286,253	\$ 3,502,616	82%
HEALTH AND HUMAN SERVICES			
Veterans Service	\$ 220,212	\$ 176,495	80%
Income Maintenance	3,110,312	2,516,459	81%
Social Services	7,423,133	5,991,214	81%
Public Health Nursing	1,888,620	1,351,821	72%
Opioid Settlement	-	12,911	0%
TOTAL HEALTH AND HUMAN SERVICES	\$ 12,642,277	\$ 10,048,900	79%
SOLID WASTE FUND			
Score Grant Fund	\$ 61,067	\$ 49,940	82%
HHW Operations	186,746	147,452	79%
TOTAL SOLID WASTE FUND	\$ 247,813	\$ 197,392	80%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	\$ 169,330	\$ 150,033	89%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 169,330	\$ 150,033	89%
TOTAL ALL FUNDS	\$ 41,559,249	\$ 32,845,946	79%

GENERAL FUND BALANCE BY MONTH 2020 - 2024



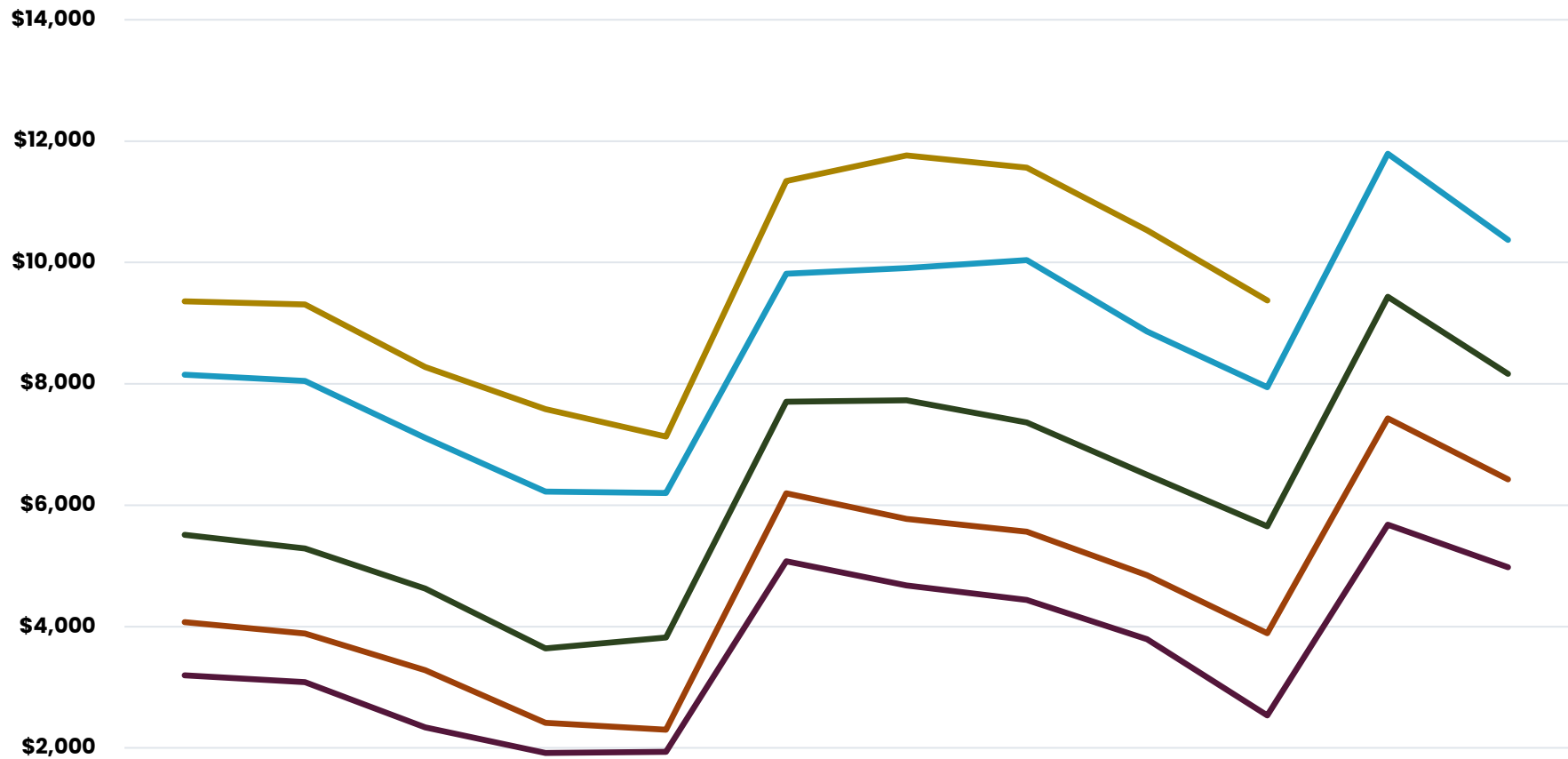
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$19,092	\$16,873	\$15,291	\$13,634	\$12,472	\$22,462	\$27,108	\$23,919	\$22,522	\$20,619	\$27,698	\$25,101
2021	\$21,774	\$20,019	\$18,660	\$17,164	\$15,767	\$32,710	\$29,891	\$28,791	\$27,296	\$26,067	\$35,360	\$32,704
2022	\$31,823	\$30,169	\$28,401	\$26,522	\$25,144	\$42,821	\$40,066	\$38,629	\$36,901	\$34,966	\$44,667	\$41,343
2023	\$39,545	\$36,157	\$33,205	\$30,535	\$28,566	\$40,874	\$38,871	\$37,426	\$36,201	\$33,879	\$43,300	\$40,988
2024	\$37,178	\$34,237	\$30,936	\$29,025	\$26,248	\$38,312	\$36,141	\$34,557	\$32,253	\$30,383		

ROAD & BRIDGE FUND BALANCE BY MONTH 2020 – 2024



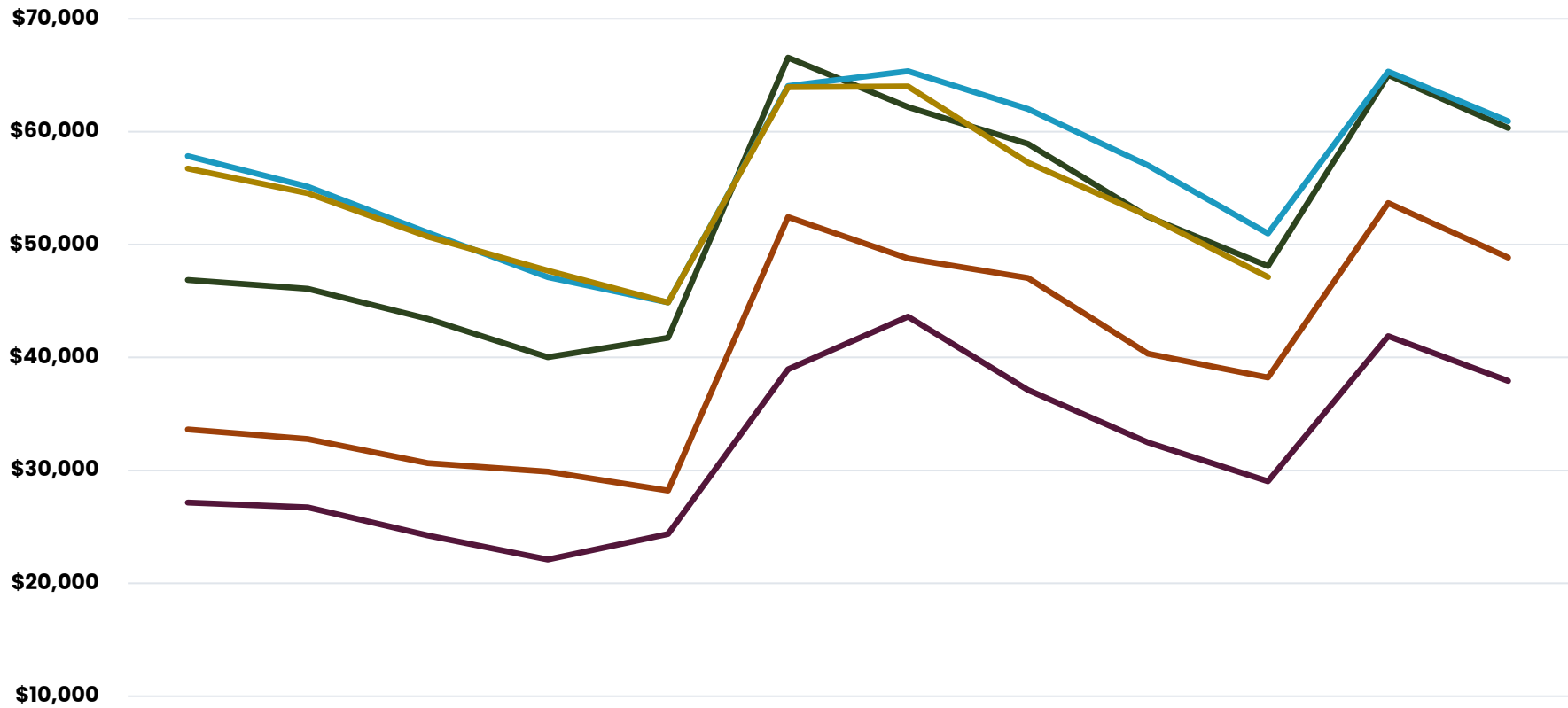
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$4,869	\$6,770	\$6,620	\$6,554	\$9,950	\$11,412	\$11,832	\$8,774	\$6,173	\$5,868	\$8,514	\$7,856
2021	\$7,783	\$8,879	\$8,703	\$10,323	\$10,144	\$13,532	\$13,100	\$12,679	\$8,196	\$8,267	\$10,892	\$9,726
2022	\$9,528	\$10,634	\$10,392	\$9,864	\$12,786	\$16,033	\$14,405	\$12,924	\$9,058	\$7,477	\$10,935	\$10,828
2023	\$10,151	\$10,922	\$10,739	\$10,353	\$10,111	\$13,364	\$16,583	\$14,537	\$11,938	\$9,164	\$10,223	\$9,565
2024	\$10,193	\$11,009	\$11,497	\$11,085	\$11,491	\$14,290	\$16,106	\$11,143	\$9,751	\$7,355		

HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2020 – 2024



\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$3,195	\$3,082	\$2,338	\$1,917	\$1,938	\$5,075	\$4,679	\$4,437	\$3,792	\$2,537	\$5,679	\$4,977
2021	\$4,071	\$3,887	\$3,283	\$2,413	\$2,300	\$6,194	\$5,776	\$5,565	\$4,846	\$3,888	\$7,431	\$6,425
2022	\$5,512	\$5,286	\$4,624	\$3,640	\$3,818	\$7,706	\$7,727	\$7,362	\$6,499	\$5,653	\$9,435	\$8,163
2023	\$8,152	\$8,049	\$7,110	\$6,226	\$6,201	\$9,814	\$9,908	\$10,040	\$8,864	\$7,944	\$11,792	\$10,374
2024	\$9,361	\$9,308	\$8,276	\$7,585	\$7,131	\$11,344	\$11,764	\$11,564	\$10,533	\$9,375		

REVENUE, ROAD & BRIDGE AND HHS COMBINED FUND BALANCE BY MONTH 2020 – 2024



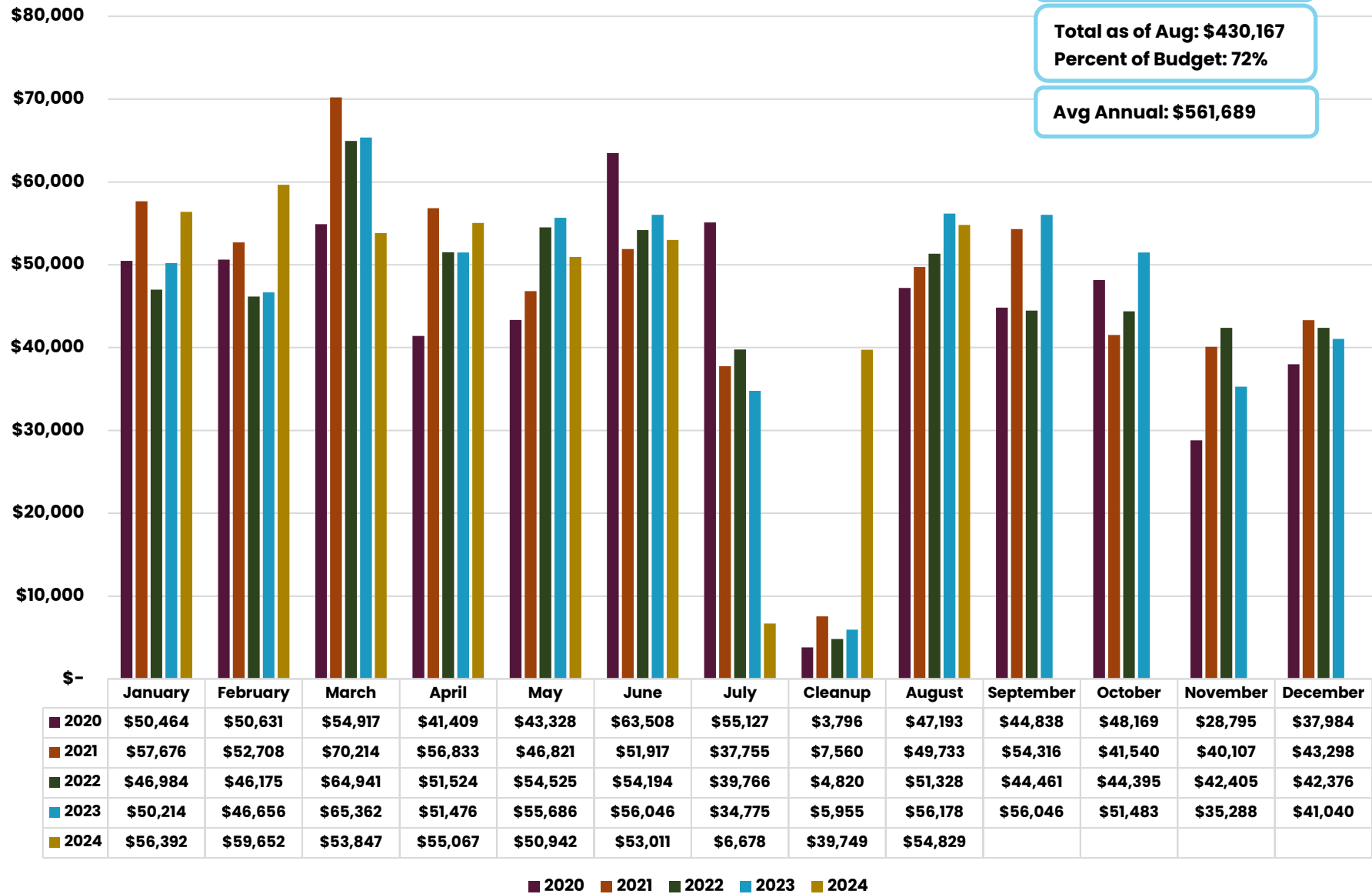
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$27,156	\$26,725	\$24,249	\$22,105	\$24,360	\$38,949	\$43,619	\$37,130	\$32,487	\$29,024	\$41,891	\$37,934
2021	\$33,628	\$32,785	\$30,646	\$29,900	\$28,211	\$52,436	\$48,767	\$47,035	\$40,338	\$38,222	\$53,683	\$48,855
2022	\$46,863	\$46,089	\$43,417	\$40,026	\$41,748	\$66,560	\$62,198	\$58,915	\$52,458	\$48,096	\$65,037	\$60,334
2023	\$57,848	\$55,128	\$51,054	\$47,114	\$44,878	\$64,052	\$65,362	\$62,003	\$57,003	\$50,987	\$65,315	\$60,927
2024	\$56,732	\$54,554	\$50,709	\$47,695	\$44,870	\$63,946	\$64,011	\$57,264	\$52,537	\$47,113		

August 2024 Wheelage Tax 67% of Year Complete

2024 Budget: \$600,000

Total as of Aug: \$430,167
Percent of Budget: 72%

Avg Annual: \$561,689

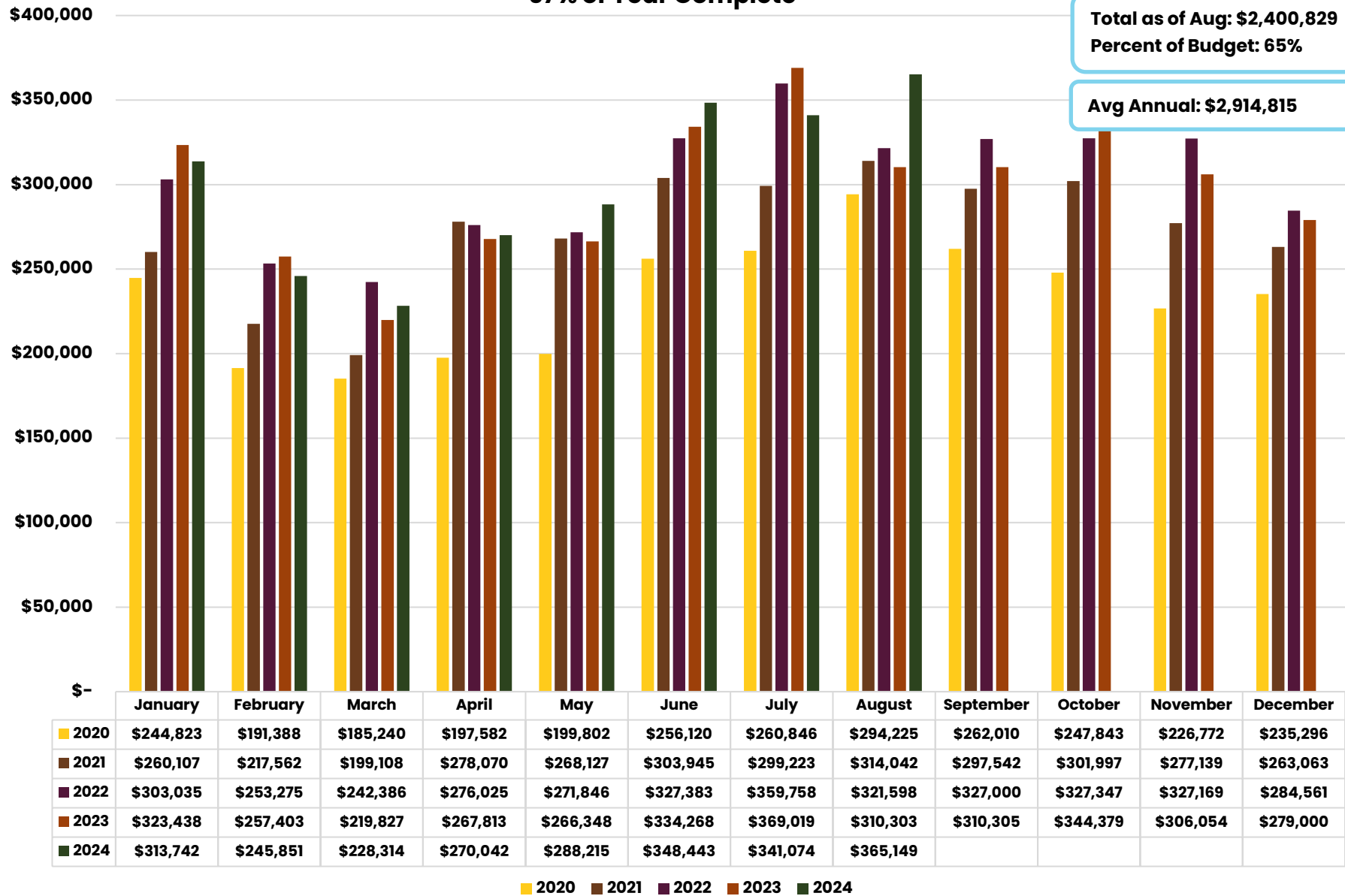


August 2024 Sales Tax 67% of Year Complete

2024 Budget: \$3,700,000

Total as of Aug: \$2,400,829
Percent of Budget: 65%

Avg Annual: \$2,914,815



**2024 Capital Improvement Plan
Budget to Actual
As of November 07, 2024**

ADMINISTRATION					
Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	ADM-0198	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	2023 ADD	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	ADM-0419	2024 CIP BUDGET	25,000	(25,000)	-
SpyGlass Audit	2024 ADD	UNALLOCATED	40,306	(40,306)	-
Government Center Scanner Disposal	2024 ADD	UNALLOCATED	8,910	(8,910)	-
SpyGlass Technology Audit Inv #3	2024 ADD	UNALLOCATED	24,808	(24,808)	-
County Membership in Local Chambers of Commerce	2024 ADD	UNALLOCATED	2,080	-	2,080
Historical Society: Digital Memories Project	2024 ADD	UNALLOCATED	13,600	(13,600)	-
Office Chairs - Attorney	2024 ADD	UNALLOCATED	3,000	-	3,000
Office Chairs - Assessor	2024 ADD	UNALLOCATED	1,000	-	1,000
AED at NB Library	2024 ADD	UNALLOCATED	1,414	(1,414)	-
Total 2024 CIP Budget			120,118	(114,038)	6,080
Total			\$ 131,685	\$ (115,605)	\$ 16,080
AUDITOR-TREASURER & ELECTIONS					
Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	AUD-0137	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	AUD-0139	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			95,411	-	95,411
Election Equipment Replacement Fund	AUD-0137	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	AUD-0139	2024 CIP BUDGET	4,500	-	4,500
Safe	AUD-0418	2024 CIP BUDGET	2,000	(1,750)	250
Total 2024 CIP Budget			65,500	(1,750)	63,750
Grand Total			\$ 160,911	\$ (1,750)	\$ 159,161
FACILITY MAINTENANCE					
Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	MNT-0055	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	MNT-0219	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	CARRYOVER	47,213	(6,900)	40,313
Ceiling Tile Rplcmnt Overage (ARPA-0062)	2023 ADD	CARRYOVER	31,720	(31,720)	-
Total Carryover from 2023			84,933	(38,620)	46,313
Parking lot repairs at PSC	MNT-0054	2024 CIP BUDGET	21,862	(21,862)	-
Replace carpet in public hallways at Gov't Center (1989 side)	MNT-0063	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	MNT-0071	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	MNT-0076	2024 CIP BUDGET	10,000	-	10,000

**2024 Capital Improvement Plan
Budget to Actual
As of November 07, 2024**

Repair/Replace retaining wall around paring lot at Gov't Center	MNT-0186	2024 CIP BUDGET	111,000	-	111,000
Updates to 3rd floor victim/witness waiting area	MNT-0222	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	MNT-0393	2024 CIP BUDGET	50,000	(47,505)	2,495
Window blinds for 3rd floor at Courthouse	MNT-0396	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	MNT-0414	2024 CIP BUDGET	65,000	(54,419)	10,581
Concrete Repair - Center City Public Works shop	2024 ADD	UNALLOCATED	8,500	-	8,500
Gate Controller - CCSO Harris District Office	2024 ADD	UNALLOCATED	3,500	-	3,500
Total 2024 CIP Budget			370,948	(123,786)	247,162
Grand Total			\$ 455,881	\$ (162,406)	\$ 293,475

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	217,179	(106,585)	110,594
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			229,651	(119,057)	110,594
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2024 CIP BUDGET	414,670	(385,928)	28,742
NOPTIC NV3 Night Vision	CCSO-0367	2024 CIP BUDGET	8,000	(7,994)	6
Drone	CCSO-0368	2024 CIP BUDGET	20,075	(20,075)	-
Patrol Supressors	CCSO-0369	2024 CIP BUDGET	12,750	(12,530)	220
Less Lethal - Pepperball	CCSO-0374	2024 CIP BUDGET	5,172	(5,210)	(38)
SWAT Helmets	CCSO-0379	2024 CIP BUDGET	8,250	(8,250)	-
Ballistic bunker replacements	CCSO-0416	2024 CIP BUDGET	72,000	(71,884)	116
SWAT rifle plate replacement	CCSO-0417	2024 CIP BUDGET	7,700	(7,700)	-
Total 2024 CIP Budget			548,617	(519,571)	29,046
Grand Total			\$ 778,268	\$ (626,156)	\$ 139,640

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	ENVS-0121	2024 CIP BUDGET	175,000	(56,467)	118,533
3/4 ton truck replacement	ENVS-0123	2024 CIP BUDGET	60,000	(60,913)	(913)
Swedish Immigrant Regional Trail land acquisition	ENVS-0129	2024 CIP BUDGET	50,000	(17,757)	32,243
Checkerboard Park swing replacement	ENVS-0376	2024 CIP BUDGET	16,000	(10,108)	5,892
Sunrise Prairie Trail benches	ENVS-0381	2024 CIP BUDGET	25,000	(24,393)	607
Millermatic 252 wire feed welder	ENVS-0382	2024 CIP BUDGET	5,500	(4,299)	1,201
Ki Chi Saga shelter picnic tables	ENVS-0383	2024 CIP BUDGET	10,000	(9,754)	246
Trash and recycling containers for park shelters	ENVS-0384	2024 CIP BUDGET	20,000	(19,822)	178
Safety Equipment	2024 ADD	UNALLOCATED	3,250	-	3,250
Total 2024 CIP Budget			\$ 364,750	\$ (203,513)	\$ 161,237

2024 Capital Improvement Plan
Budget to Actual
As of November 07, 2024

PUBLIC WORKS					
Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	N/A	REVENUE	108,150	(5,043)	103,107
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	(49,480)	10,520
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	(46,281)	30,282
Tandem Snow Plow Truck	PWKS-0171	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	PWKS-0172	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	PWKS-0209	2023 CIP BUDGET	80,000	(76,335)	3,665
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			702,056	(177,139)	524,917
1-ton Work Truck	PWKS-0167	2024 CIP BUDGET	75,000	(65,004)	9,996
Traffic Counters	PWKS-0400	2024 CIP BUDGET	20,000	(16,138)	3,862
Thermoplastic Heaters	PWKS-0401	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	PWKS-0402	2024 CIP BUDGET	300,000	(284,404)	15,596
Snowblower for Loader	PWKS-0403	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	PWKS-0404	2024 CIP BUDGET	30,000	(24,629)	5,371
272D Skid Steer	PWKS-0405	2024 CIP BUDGET	85,000	(83,225)	1,775
299D Skid Steer	PWKS-0406	2024 CIP BUDGET	111,000	(111,000)	-
Chainsaws	PWKS-0407	2024 CIP BUDGET	8,000	(2,916)	5,084
Weedwhips	PWKS-0408	2024 CIP BUDGET	6,500	(10,350)	(3,850)
1-ton Work Truck	PWKS-0409	2024 CIP BUDGET	100,000	(67,054)	32,946
Crash Attenuator Trailers	PWKS-0410	2024 CIP BUDGET	65,000	(62,900)	2,100
Additional CIP funding for Approved Equipment	PWKS-0411	2024 CIP BUDGET	30,000	(1,768)	28,232
Post Puller	2024 ADD	UNALLOCATED	8,492	-	8,492
Total 2023 CIP Budget			913,992	(800,888)	113,104
Grand Total			\$ 1,616,048	\$ (978,027)	\$ 638,021
TECHNOLOGY					
Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	45,864	(45,884)	(20)
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	ENTS-0088	CARRYOVER	165,000	(84,782)	80,218
Replace network cores at ECC, No parts available	ENTS-0099	CARRYOVER	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	ENTS-0103	CARRYOVER	60,000	(25,232)	34,768
Total Carryover from 2023			391,834	(176,868)	214,966
Replace primary UPS units #1 and #2 in Courthouse Data Center, Courthouse 2nd floor data room, and North Branch Data Center due to age and unavailability of replacement parts (added ENTS-0372 and ENTS-0395 in April 2024)	ENTS-0371	2024 CIP BUDGET	197,200	(169,440)	27,760
2024 Small Equipment Replacement	ENTS-0385	2024 CIP BUDGET	255,200	(223,545)	31,655
Cyber Security - Policies	ENTS-0390	2024 CIP BUDGET	50,000	(12,309)	37,691
2024 Small Equipment New Requests	ENTS-0391	2024 CIP BUDGET	36,900	(17,878)	19,022
Seim Tool - help us detect, prevent and resolve cybersecurity incidents along with centralizing server logs and all logs etc.	ENTS-0397	2024 CIP BUDGET	59,753	(59,753)	261 -

November 20th 2024

2024 Capital Improvement Plan

Budget to Actual

As of November 07, 2024

6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	ENTS-0415	2024 CIP BUDGET	18,500	(17,232)	1,268
Replace Liebert HVAC in data center at Gov't Center	MNT-0187	2024 CIP BUDGET	238,695	-	238,695
Replace alarm system in Gov't Center (1989 side & DES)	MNT-0191	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	MNT-0193	2024 CIP BUDGET	30,000	-	30,000
IT Equipment for Probation new hires	2024 ADD	UNALLOCATED	3,221	(3,221)	-
Total 2024 CIP Budget			969,469	(503,378)	466,091
Grand Total			\$ 1,361,303	\$ (680,246)	\$ 681,057

HHS					
Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	CARRYOVER	40,000	(40,457)	(457)
HHS Interview Rooms	HHS-0196	CARRYOVER	29,504	-	29,504
Total			\$ 69,504	\$ (40,457)	\$ 29,047

EMERGENCY MANAGEMENT					
Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	EMGT-0386	2024 CIP BUDGET	9,295	(9,253)	42
Total			\$ 9,295	\$ (9,253)	\$ 42

UNALLOCATED					
Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
Auction Proceeds - 2009 Chevy Colorado	6/26/2024	ZONING	1,900		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
From MNT-0186	07/10/24 B&F Mtg	FACILITY MAINTENANCE	139,000		
Additional Liebert HVAC funding	07/10/24 B&F Mtg	to MNT-0187	(38,695)		
Additional funding for cyber security	07/10/24 B&F Mtg	to ENTS-0397	(29,753)		
Additional funding for ARMER testing	07/10/24 B&F Mtg	TO TECHNOLOGY	(8,064)		
SpyGlass Audit	8/7/24 Board Mtg	TO ADMINISTRATION	(40,306)		
Government Center Scanner Disposal	9/4/24 Board Mtg	TO ADMINISTRATION	(8,910)		
SpyGlass Technology Audit Inv #3	9/4/24 Board Mtg	TO ADMINISTRATION	(24,808)		
County Membership in Local Chambers of Commerce	10/2/24 Board Mtg	TO ADMINISTRATION	(2,080)		
Historical Society: Digital Memories Project	10/9/24 B&F Mtg	TO ADMINISTRATION	(13,600)		
Office chairs	10/9/24 B&F Mtg	TO ATTORNEY	(3,000)		
Safety Equipment	10/9/24 B&F Mtg	TO PARKS/ENVIRONMENTAL	(3,250)		
Office chairs	10/9/24 B&F Mtg	TO ASSESSOR	(1,000)		
Post Puller	10/9/24 B&F Mtg	TO PUBLIC WORKS	(8,492)		
Concrete Repair - Center City Public Works shop	10/9/24 B&F Mtg	TO FACILITY MAINTENANCE	(8,500)		
Gate Controller - CCSO Harris District Office	10/9/24 B&F Mtg	TO FACILITY MAINTENANCE	(3,500)		
From HHS-0196	10/16/24 Board Mtg	HHS	10,496		
AED at NB Library	Administrator Burnham	TO ADMINISTRATION	(1,414)		
Parking lot repairs at PSC - Overage	Administrator Burnham	TO MAINTENANCE	(1,862)		
Total			\$ 11,063	\$ -	\$ 11,063

ARMER			\$ 328,580	50,400	\$ 378,980
TOTAL ALL DEPARTMENTS			\$ 5,287,288	\$ (2,817,413)	\$ 2,469,875

Chicago County Board of Commissioners
November 20th 2024

ARPA Budget to Actual As of November 7, 2024						
ADMINISTRATION						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Management Training - 2024	\$ 7,125	\$ -	\$ (7,125)	12/31/2024	\$ -
2024 ADD	ICS - Capital Building Planning Prof Svcs	23,005	(21,437)	(1,568)	Invoice Pending	-
2024 ADD	Update Flags and Seals to MN State Flag	45,000	(1,759)	(43,241)	12/31/2024	-
2024 ADD	Strategic Planning	7,875	-	(7,875)		-
2024 ADD	Soil & Water Grant - Office Remodel	25,000	-	(25,000)	November 2024	-
2023 ADD	Administration Fee/Unallocated	1,127	-	-		1,127
		\$ 109,132	\$ (23,196)	\$ (84,809)		\$ 1,127
ATTORNEY						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	\$ 108,018	\$ (72,214)	\$ (35,804)	Under Contract	\$ -
2023 ADD	LENS Update	40,600	-	(40,600)	11/1/2024	-
		\$ 148,618	\$ (72,214)	\$ (76,404)		\$ -
AUDITOR-TREASURER						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	\$ 30,000	\$ -	\$ (30,000)	12/31/2024	\$ -
2024 ADD	OpenGov - Workforce Module & Setup	35,740	(27,800)	(7,940)	12/31/2024	-
		\$ 65,740	\$ (27,800)	\$ (37,940)		\$ -
EMERGENCY MANAGEMENT						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ (10,550)	\$ (49,450)	12/31/2024	\$ -
ENTERPRISE SERVICES						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	\$ 1,966,546	\$ (1,775,133)	\$ (191,413)	Ongoing	\$ -
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	(19,728)	(40,272)	Ongoing	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	(73,280)	(26,720)	Ongoing	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	(88,823)	(10,826)	Final Invoice Pending	-
2024 ADD	VPN Service - Sheriff Squads	26,000	(18,000)	(8,000)	12/31/2024	-
		\$ 2,252,195	\$ (1,974,964)	\$ (277,231)		\$ -

ARPA Budget to Actual As of November 7, 2024						
ENVIRONMENTAL SERVICES						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0304 ENV	Ki Chi Saga Park Municipal Building	211,500	(208,667)	(2,833)	Final Invoice Pending \$135k to be spent in 2024 Agreements signed by 12/31/2024 for remainder	-
ARPA-0305 ENV	Water Resources Grant Match	250,000	(158,275)	(91,725)		-
ARPA-0306 ENV	Water Resources Truck	50,000	(49,647)	(353)		-
ARPA-0307 ENV	Lower St. Croix Watershed Planning Land Acquisition & Appraisal - Swedish Immigrant	121,200	(13,407)	(107,793)	2024/2025 (with signed agreement)	-
2023 ADD	Trail Connection to Center City	25,513	(25,473)	(40)	Payment Pending	-
2023 ADD	Ki Chi Saga Septic System	21,000	(19,589)	(1,411)		-
2023 ADD	Planning Code Review	14,000	(5,359)	(8,641)	12/31/2024	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	2024/2025 (with signed contract)	-
		\$ 974,213	\$ (480,417)	\$ (493,796)		\$ -
LID						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Channel and Weir Project	\$ 175,000	\$ (36,234)	\$ (138,766)	FALL 2024	\$ -
MAINTENANCE						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Concrete Repairs	\$ 54,300	\$ (28,900)	\$ (25,400)	11/30/2024	\$ -
2024 ADD	Hwy & CCSO Building Study	30,000	-	(30,000)	Planning Stages	-
2024 ADD	Gov't Center tree removal	12,900	-	(12,900)		-
		\$ 97,200	\$ (28,900)	\$ (68,300)		\$ -
SHERIFF'S OFFICE						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	School Safety	40,000	(32,160)	(7,840)	12/31/2024	-
2024 ADD	Stacy Squads (2)	170,856	(134,714)	(36,142)	12/31/2024	-
2024 ADD	TZD Squad & Accessories	97,500	(72,361)	(25,139)	12/31/2024	-
		\$ 308,356	\$ (239,235)	\$ (69,121)		\$ -
COMPLETED PROJECTS						
Project #	Description	Budget	Actual	Allocated		Amount Remaining
	TOTALS	\$ 10,989,807	\$ (9,692,863)	\$ (1,295,817)		\$ -



Chisago County
Dept. of Environmental Services, Parks Division
313 North Main Street, Room 240
Center City, MN 55012
(651) 213-8385 - FAX
(651) 213-8960 - PHONE

Joseph Tart, Park Director

MEMO

Date: 2/7/2024

To: Kristin Waddell, Chief Deputy Auditor-Treasurer

From: Joseph R. Tart, Chisago County Parks Director

Subject: 2023 Parks Operations Budget Carry-over to FY2024

Due to ongoing projects not fully completed in 2023, we would like to carry-over the amounts in the chart below to the 2024 Parks Operations Budget. Thank you.

Carry-over	Account Code	Account Name	Department	Project
\$ 3,300.00	01-523-6211	Services and Charges	Parks/Environmental	Vehicle Reg and Taxes-New Parks Truck
\$ 1,500.00	01-523-6343	Machinery and Equipment Rental	Parks/Environmental	Rental of Skid Steer Attachment-Fecon Unit
\$ 850.00	01-523-6400	Office Supplies	Parks/Environmental	Season and Daily Parking Passes
\$ 450.00	01-523-6601	Furniture and Equipment	Parks/Environmental	Refrigerator for maintenance shop
\$ 2,000.00	01-523-6273	Contracted Services	Parks/Environmental	Concrete at Ki-Chi Saga Park
\$ 2,000.00	01-523-6307	Grounds Maintenance	Parks/Environmental	KCS Playground Borders (Lumber/Hardware)

Sincerely,

Joseph Tart
Chisago County Park Director

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 1.0 Public Health	Replacement – ON HOLD
Community Health Services Lead (contract)	Replacement – ON HOLD
Community Health Worker (contract)	NEW under COVID-19 Vaccine Grant – ON HOLD – (No. 3 of 3)
MCH Nurse 1.0 – Public Health	Replacement – ON HOLD
CSO	1 Vacancy – post in 2024
Victim Witness Secretary – County Attorney’s Office	1 vacancy – pending
Deputy Sheriff – Bailiff	1 Vacancy – 1 in background
Administrative Assistant/Jail Accountant	Retirement – 1 in background
Case Aide HHS	Retirement – Interviews held 10/28/2024-10/31/2024
Community Outreach Social Worker	Closed on October 24 - Interviewing
Probation Officer	Closed on October 31 - Interviewing
Deputy Sheriff	2 vacancies – 2 in final hiring

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

III.

2025 Capital Improvement Plan **Development**

November 13th, 2024

County Program Aid (CPA) is a general purpose aid to counties that can be used for any lawful expenditure. It is also intended to be used for property tax relief by reducing the amount of revenue collected locally, through property tax or other means. Prior to 2004, counties received aid through a number of different programs. Beginning in 2004, the aid programs were combined into one general aid program.

CPA is allocated by two formulas, need aid and tax-base equalization aid. From 2005 through 2017, the total amounts distributed under the two different formulas were roughly equal; however, beginning in 2018 the amount distributed through tax-base equalization aid is approximately 25 percent greater than the amount distributed through need aid.

In 2025, Chisago County is to receive \$3,952,612.

Below are the Department 2025 Requests:

Chisago County Capital Improvement Program Department Summary					
Funding Source	2025	2026	2027	2028	Total
Auditor-Treasurer	\$ 63,500	\$ 63,500	\$ 4,500	\$ 4,500	\$ 136,000
CCSO	\$ 571,472	\$ 479,203	\$ 515,143	\$ 542,187	\$ 2,108,005
Enterprise Services	\$ 1,440,018	\$ 1,362,646	\$ 1,000,000	\$ 200,000	\$ 4,002,664
Environmental Services	\$ 606,000	\$ -	\$ -	\$ -	\$ 606,000
Facilities & Maintenance	\$ 8,820	\$ -	\$ -	\$ -	\$ 8,820
LID	\$ 232,000	\$ -	\$ -	\$ -	\$ 232,000
Public Works	\$ 1,489,000	\$ 780,000	\$ 375,000	\$ -	\$ 2,644,000
Total	\$ 4,410,810	\$2,685,349	\$1,894,643	\$ 746,687	\$ 9,737,489

CPA History

2024 = \$4,005,880

2025 = \$3,952,612

(\$53,286) less than 2024

Prior CPA Expenditures

\$628,925

- allocated to LEC/Jail Debt

\$406,817.63

**- allocated at 8/7 Board for CCSO Squad
Replacement**

**= \$2,916,869.40
 available for 2025 CIP Requests**

Attachment(s):

- 2025 Capital Improvement Plan – Prioritization
- ICS Building Report – Center City Government Report
- ICS Building Report – Support Facilities

2025 Capital Improvement Plan – Prioritization

November 13th, 2024

Public Works:

2025 CIP - Public Works				
Project	Priority	Requested	Equipment	Comments
PWKS-0226	1	\$330,000	2 Tandem Snow Plow Trucks	This is the payment for the box, plows, etc. to replace Units 336 & 338. Chassis were order in 2024 CIP
PWKS-0175	2	\$365,000	Tandem Snow Plow Truck	Full truck replacement for Unit 337
PWKS-0434	3	\$45,000	Tire Machine	Replaces the 15 year old machine
PWKS-0431	4	\$60,000	Survey Equipment	Replacement equipment for aged construction survey equipment
PWKS-0170	5	\$60,000	Patchwagon	Replaces Unit 318
PWKS-0429	6	\$195,000	Ditch Mower	Replaces Unit 350
PWKS-0230	7	\$40,000	Changeable Message Signs	New addition
PWKS-0228	8	\$25,000	Skidsteer Trailer	New addition
PWKS-0432	9	\$4,000	Walk Behind Saw	Current saw has problems running and is not reliable
PWKS-0176	10	\$365,000	Tandem Snow Plow Truck	Full truck replacement for Unit 366
		\$1,489,000		

Patch wagon – details on replacement unit and inventory of all

- Currently we have two patch wagons. Unit 318 is a 2003 model year and unit 402 is a 2020 model year. These units receive heavy usage year-round and are both in use many days of the year. #318 is 21+ years old and is nearing the end of its life for something that is used regularly. The replacement unit would be the same as unit 402 which is a modern version of unit 318.

All Tandem snowplows – inventory on the 16 plows they have, life, miles/hours, etc

- Current inventory and info in attached spreadsheet.
- Current lead times are 10 – 24 months depending on manufacturer (chassis only). Our current order will be approximately 28 – 30 months from Board approval to in-service.
- A 12-year replacement schedule doesn't mean the truck comes off the road at year 12. The replacement is ordered at year 12 and the truck continues to work for an additional 2 to 5 years while the replacement truck is being built and as a spare.
- These trucks are considered "severe duty", mileage is a small factor in replacement. Repeated exposure to corrosive things like salt eat away at even the best built trucks. When performing their main duty of removing snow and ice, these trucks are weighed down and being pushed to their limits. A truck like this with 200k miles is equivalent to an over the road truck with 600k+ miles.

Skidsteer trailer – inventory on current assets and justification of costs

- We currently have two units, 404 is model year 2021 and 422 is model year 2023.

- We currently have two larger tag trailers, 388 is model year 2018 and 419 is model year 2023. These are made to haul larger equipment but can also haul skidsteers but not all small equipment. These trailers also require a tandem truck to pull, where a skidsteer trailer uses a smaller truck such as a 5500 tipper.
- This trailer would be an addition, not a replacement.
- The trailers are used to haul 9 different pieces of equipment. Five skidsteers, mini excavator, small sweeper, roller, and scissor lift.
- The cost of \$25K is justified by the commercial grade/high quality of the trailer we would like to purchase. We have experimented by purchasing less costly trailers but have found they have a much shorter life.

Changeable message signs – what is used now?

- Currently, we do not have any. We rent or pay contractors to deploy them.

Mower – details on what a mower for \$195k buys and what they use now.

- “Mower” does mean “Ditch Mower”
- Currently the County has 3 mowers for cutting grass along the roadside.
 - #350 – 2008 model with 4428 hours. (This is the unit we would like to replace)
 - #377 – 2015 model with 2987 hours.
 - #403 – 2020 model with 850 hours.
- \$195k is the current State Contract pricing to replace unit #350 with the similar tractor and same mower set up needed to maintain the grass in our county highway ditches. This is for a John Deere tractor which may cost more up front but will be much more reliable than brands such as Massey Ferguson which can be less expensive.
- Lead time is 12 – 14 months.

Ditch mower – same as above

- See above

GPS unit – explain further

- This is construction survey equipment. This replaces the existing unit (an R6 with an up-to-date R12) that we end up having to spend money to repair each year. It also replaces the two controllers with updated controllers that will allow our construction inspection staff to directly use the design files for checking grade and cross-sectioning corridors.
- This should put us in good shape for the foreseeable future. Staff has been working with fairly archaic equipment.

305 CAT unit – details on current equipment and life expectancy for \$200k

- The current unit is 387 which has 1158 hours and is a 2017 model. At the current usage rate (hours per year – 193 hours) this machine could easily go 8 more years with normal maintenance cost.
- This unit is larger than the current unit 387 which would enable us to take on more and larger tasks/projects.

Public Works Tandem Inventory						
Unit #	Year	Make	Mileage	Shop Location	Planned Year for Replacement	Notes
331	2006	Sterling	250892	Spare	Truck replaced, only used as spare	
332	2006	Sterling	169323	Spare	Truck replaced, only used as spare	
336	2007	Mack	178382	Harris	On order	
337	2007	Mack	218256	Harris	2025	Sterling takes priority on replacement, most parts are no longer available.
338	2007	Sterling	165646	Center City	On order	Truck was replaced and then put back in service due to the sale of one grader.
366	2013	Mack	168962	Center City	2025/2026	
367	2013	Mack	119490	Harris	2025/2026	
371	2015	Mack	114734	Center City	2027	
379	2016	Volvo	74012	Center City	2029	
394	2020	Mack	43351	Harris	2032	
395	2020	Mack	36808	Center City	2032	
396	2020	Mack	36979	Harris	2032	
397	2020	Mack	37803	Center City	2032	
411	2022	Mack	25101	Harris	2034	
412	2022	Mack	21322	Center City	2034	
414	2022	Mack	23908	Harris	2034	
416	2023	Mack	12007	Center City	2035	

Auditor – Treasurer:

Election equipment – \$154k set aside through 2024, with an additional \$118k planned for 2025 & 2026.

We started a replacement fund in anticipation that our equipment will need to be replaced or upgraded within the next few years. These funds are also used if additional precincts are created or if additional equipment is needed in a precinct because of growth. We felt it was better to budget smaller amounts over a longer period than request a large sum in one year.

Enterprise Services:

CIP Number	Description	Cost	Priority	Notes
ENTS-0420	2025 Small Equipment Replacement	\$ 239,300	1	Need at least \$175,000.00 rest can be pushed to 2026
ENTS-0422	Replace Core Network Equipment - County UCS Servers	\$ 940,000	1	Need at least \$600,000.00 rest can be pushed to 2026
ENTS-0424	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	\$ 19,700	3	End user request, not impacting entire county network
ENTS-0426	2025 Small Equipment New Requests	\$ 11,018	3	End user request, not impacting entire county network
ENTS-0427	Replace 911 Server- Nice Audio Recorder	\$ 45,000	1	Could be funded out of public safety funds
ENTS-0446	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	\$ 30,000	1	Only other option is to replace the AS-400 which has a higher cost
ENTS-0447	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	\$ 25,000	2	If these fail critical network devices will shut down.
ENTS-0448	Core Network Upgrade - Replace Cisco OTV with VXLAN	\$ 105,000	1	Required upgrade to routing protocol.
ENTS-0458	Cameras for Parks - Checkerboard Shop/Park, Ki Chi Saga	\$ 25,000	3	End user request, not impacting entire county network

Small equipment replacement – listed twice for a total of \$250,318

- One line is for replacement for old existing end user equipment for \$239,300.00, the other line is END user departments NEW requests for \$11,018.00

Core Network Equip UCS servers – \$940k – provide more details on old equipment and risk assessment. Can this be staged more evenly over next 4 yrs with support through 2028?

What is expected life of replacement equipment?

- It is divided out over multiple years, we could reduce the 2025 request to \$600,000.00 and move \$340,000.00 to 2026. System is end of life and end of support in October 2028.

Core network Equipment – county SANS – more details? Risk of not replacing in 2026?

- End of life and end of support for SANS December of 2026, this has to be all replaced before that date. Firewalls are end of support January 2027, Federal law does not allow us to use hardware of software that is not supported.

Camera system – \$19,700 – Place where and annual costs to maintain? Is this the Courts upgrades?

- Parks is \$25,000.00 for Ki-chi-saga and Checker Board county parks

Agency collection & social welfare systems – please explain further

- Admin and HHS use these systems the existing AS-400 is end of support January of 2026. It is less expensive to upgrade to new software that does not require an AS-400

Transfer switches – details on life/hours/etc of current equipment and expected return on new.

- Existing equipment is no longer be supported as there are no software updates these have connections to the network and have to be kept current.

Core network upgrade – more details – age/life expectancy, risk, etc

- This is required for the network routing protocols as required by new security laws, this may have to be done in 2024 based on the outcomes of the FBI BCA audit being done now.

911 server – nice audio recorder – public safety funds?

- Yes this can be done out of public safety funds the end of life is 1-12-2027, this system takes time to complete.

Generators – more details on the life of equipment and options to preserve vs replace. Risk assessment of not replacing in 2026? Business have generators for generations when properly maintained.

- These generators have been maintained as they should be, they are very old if they fail the site goes down which will cause outages for Fire departments and weather alerting as well as communications issues for public safety.

Sheriff's Office:

AMOR camera's – does this come with expensive annual fees – do we need more?

- These are stand alone systems with no annual fees, memberships, or reoccurring costs (beside maintenance/repair if damaged during a callout)
- The submitted CIP request does include camera systems for both armored vehicles. No addition camera systems would be needed.

Environmental Services:

2025 CIP-Environmental Services/Parks											
Project	Priority	Requested	Project Name	Project Description	Project Use						
ENVS-0441	1	\$30,000	SIRT-Wetland Delineation and Enviromental	Swedish Immigrant Regional Trail-Segment D & E	Non-Eligible for Grant Reimbursement						
ENVS-0442	1	\$30,000	SIRT-Wetland Mitigation Land Credit	Purchase wetland credits for SIRT-Segment D	Non-Eligible for Grant Reimbursement						
ENVS-0120	2	\$55,000	2002 3/4 Ton Truck Replacement	Replace truck Unit # 802, 2002 Ford F350, Asset tag #-52311	4 door truck extend cab for mowing crews						
ENVS-0438	2	\$4,500	DR Mower	Walk behind mower (30-inch deck)	Mow edges of MTN BikeTrail (6.4 Miles) and other parks/trails						
ENVS-0132	3	\$15,700	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower (Replace Unit #987)	Trail and Parks Mowing						
ENVS-0218	3	\$15,700	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower-(Replace Unit #991)	Trail and Parks Mowing						
ENVS-0444	4	\$45,000	Insulate new parks building	Insulate and prepare heat for new building	Lack of space for equipment repairs, projects, restroom, and breakroom						
ENVS-0380	4	\$50,000	County Parks Entrance Signage	Parks Entry Sign Replacements	Orignal wood signs from when parks were built, plus new branding						
ENVS-0436	5	\$10,500	Snowblower	Skid Steer Attachment	Snow Removal-Clearing on Regional Trails						
ENVS-0440	6	\$10,500	V-Plow for Parks Truck	Snowplow for the 2024 one-ton pickup truck	Snow removal in Trailheads and Parking Lots						
ENVS-0439	7	\$18,000	Kayak Dock Ramps	Dock Launch for ADA accesability	2- Kayak dock ramps to be placed at Fish Lake and Kost Dam Parks						
ENVS-0120	8	\$36,000	Fecon Unit (Forestry Drum Mulcher)	Skid Steer Attachment	Tree/ brush clearing operations (Envasive Species and new hiking trails)						
ENVS-0437	9	\$5,000	Grapple	Skid Steer Attachment	Lifting of Logs and heavy debree along trails and parks						
ENVS-0443	10	\$54,000	Re-tin-Park Building Structures	Parks Maintenance Shop-2 Pole Buildings	2 of the existing building structures are worn and starting to leak						
		\$ 379,900.00									
ENVS-0130	1	\$200,000	6.5% County Grant Match- Engineering and Construction of approximate 2.5 mile segment of trail to connect with Center City and replace/repave old section of trail to Shafer								
		\$ 579,900.00									

Truck replacement – didn't we do one this year or recently?

- Correct, we recently purchased a 1-ton truck to replace a 2008 Chevy that was recycled from the Public Works. The Parks Department currently has the oldest vehicle fleet in the county. Most of the older vehicles have very high mileage and rusting. Please keep in mind that both of these replaced vehicles will be on public auction, and we are hopeful for good resale.

Swedish Immigrant Trail – I recall past discussions to use fund balance

- We have committed via grant request to this match. It could be split over 2 years and could be paid in various ways. It's identified in the CIP as a place holder for the funding commitment.

Mowers – I'd expect more life of these mowers than 5 yrs...\$19k seems spendy

- Agreed. The original notation on this CIP request is not clear enough. The mowers being replaced are 10 years old (not 5). The general plan is to have a rotational replacement of part of the mower fleet every 5 years but the units being replaced will always be the oldest units. In total we have 5 general use mowers in the parks department inventory. The quoted price per-unit has now been updated to \$15,700 from Lindstrom Wheelhorse. These are Commercial Toro Mowers which offer a 5-

year warranty. In the past they have gave us a discounted price per unit, that is still unclear if they will continue to offer that great discounted service.

County Park Entrance Signs – more details, examples of the changes requested.

- Type of signs can vary in price depending upon materials, quality of product and size. For instance, Dennis Frandsen and Ki Chi Saga Parks are very large and will have a higher price. We are also looking to purchase and install maintenance free signs that don't require yearly painting or staining. Each of our parks has very old / original entry signage in need of replacement and re-branding.

Fecon unit – \$36k seems so expensive – more than a new skid steer?

- We received two separate quotes for the Forestry Drum Mower or Fecon, both were right around \$36,000. Last year we received a free skid steer from the Hwy Department, if we had to purchase new would be around 100-110k. Currently the only have one skid steer attachment, which is bucket.

Grapple – what do they use now?

- We currently do not have mechanical assist equipment such as this. With large tree removals and other brush and clean-up activities it is manual labor or hired out to a tree contractor.

DR mower – what do they use now?

- This is specifically needed in support of the mowing the edges of the mountain bike course. We have most recently tried to use push mowers with elevated decks, and it is very inefficient and damaging to the push mowers. We will also use this DR mower along numerous hiking trails that frequently get over grown by brush.

Snowplow– current equipment used and why needed now.

- Currently we have 2 full-time maintenance personnel. This extra snowplow would allow us to spend less time snow plowing during storm events on trailheads and parking lots, so we can transition quicker to other high priorities like snow blowing regional trails, grooming 10-miles of cross-country trails, and grooming 3.2-miles for fat-tire bikes on the mountain bike course.

Pole buildings – we recently funded a new cold storage building to house expensive equipment for Parks. I don't recall hearing about existing buildings that were aging or needed repairs. Please provide full list of all facilities, locations and conditions.

- Currently we have 3 parks buildings, 2 of which were constructed in 1992 and 1996. All of the parks buildings (3) are located at the parks maintenance "shop" next to Checkerboard Park – 39084 Keystone Avenue, North Branch (NW corner of Hwy. 95 and Keystone Avenue). Over the past 30 years the parks department has not had any renovations to these 2 parks maintenance buildings. These two older structures are starting to leak, mainly because of the construction practices and materials used in the early nineties, where they used nails instead of screws to secure metal to the wood frame structure. The 1992 building is heated but is extremely small with tiny restroom in the utility room closet and no space for table for lunch or breaks or meetings. Basically, we have enough heated garage style space to park 2 vehicles, and no room to move around or conduct any sort of projects in long winter months.

Quoted Price for each;

32x48x10 re tin walls/ roof \$26,750.00– 1992 Building

32x48x11 re tin walls/ roof \$26,750.00–1996 Building

Pole barn heating system – is this the new one? \$45k is pretty expensive for a ceiling mounted system in what appears to be an uninsulated pole barn?

- Yes, we will do both installation/tinning of interior and mounted heating system with total amount. We did receive a quote from the builder who installed it last year, (\$38,100 for 21 R50 insulation on framed walls and ceiling tin on walls and ceiling) We estimate another 7k for HVAC system. As noted with existing buildings, we have very little heated space to maneuver and work on equipment.

Lakes Improvement District:

At the onset of the weir repair discussion, costs were expected to be high, so much so that the LID would only be able to repair one of the two weirs in 2025. Now that we are 90% through the design phase, the estimated costs have come in significantly lower than anticipated. The 90% plan estimates costs to be closer to \$310,000 for both. We have roughly \$135,000 left of the ARPA allotment. We would be likely be able to reduce our CIP request by \$50K – \$60K, repair both weirs, while still allowing for a contingency.

2025 Capital Improvement Requests
Public Works

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
PWKS-0226	1	\$330,000.00	2 Tandem Snow Plow Trucks	This is the payment for the box, plows, etc. to replace Units 336 & 338. Chassis were order in 2024 CIP
PWKS-0175	2	\$365,000.00	Tandem Snow Plow Truck	Full truck replacement for Unit 337
PWKS-0434	3	\$45,000.00	Tire Machine	Replaces the 15 year old machine
PWKS-0431	4	\$60,000.00	Survey Equipment	Replacement equipment for aged construction survey equipment
PWKS-0170	5	\$60,000.00	Patchwagon	Replaces Unit 318
PWKS-0429	6	\$195,000.00	Ditch Mower	Replaces Unit 350
PWKS-0230	7	\$40,000.00	Changeable Message Signs	New addition
PWKS-0228	8	\$25,000.00	Skidsteer Trailer	New addition
PWKS-0432	9	\$4,000.00	Walk Behind Saw	Current saw has problems running and is not reliable
PWKS-0176	10	\$365,000.00	Tandem Snow Plow Truck	Full truck replacement for Unit 366
		\$1,489,000.00		

Enterprise Services

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
ENTS-0420	1	\$239,300.00	2025 Small Equipment Replacement	Need at least \$175,000.00 rest can be pushed to 2026
ENTS-0422	1	\$940,000.00	Replace Core Network Equipment - County UCS Servers	Need at least \$600,000.00 rest can be pushed to 2026
ENTS-0424	3	\$19,700.00	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	End user request, not impacting entire county network
ENTS-0426	3	\$11,018.00	2025 Small Equipment New Requests	End user request, not impacting entire county network
ENTS-0427	1	\$45,000.00	Replace 911 Server- Nice Audio Recorder	Could be funded out of public safety funds
ENTS-0446	1	\$30,000.00	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	Only other option is to replace the AS-400 which has a higher cost
ENTS-0447	2	\$25,000.00	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	If these fail critical network devices will shut down.
ENTS-0448	1	\$105,000.00	Core Network Upgrade - Replace Cisco OTV with VXLAN	Required upgrade to routing protocol.
ENTS-0458	3	\$25,000.00	Cameras for Parks - Checkerboard Shop/Park , Ki Chi Saga	End user request, not impacting entire county network
		\$1,440,018.00		

Environmental Services/Parks

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
ENVS-0441	1	\$30,000.00	SIRT-Wetland Delineation and Environmental - Swedish Immigrant Regional Trail-Segment D & E	Non-Eligible for Grant Reimbursement
ENVS-0442	1	\$30,000.00	SIRT-Wetland Mitigation Land Credit - Purchase wetland credits for SIRT-Segment D	Non-Eligible for Grant Reimbursement
ENVS-0120	2	\$55,000.00	2002 3/4 Ton Truck Replacement	Replace truck Unit # 802, 2002 Ford F350, Asset tag #-52311 - 4 door truck extend cab for mowing crews
ENVS-0438	2	\$4,500.00	DR Mower - Walk behind mower (30-inch deck)	Mow edges of MTN BikeTrail (6.4 Miles) and other parks/trails
ENVS-0120	2	\$10,000.00	Brush Hog	Skid Steer Attachment - Tree/ brush clearing operations (Invasive species on trails)
ENVS-0380	3	\$50,000.00	County Parks Entrance Signage - Parks Entry Sign Replacements	Original wood signs from when parks were built, plus new branding
ENVS-0444	3	\$45,000.00	Insulate new parks building	Insulate and prepare heat for new building - Lack of space for equipment repairs, projects, restroom, and breakroom
ENVS-0132	4	\$15,700.00	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower (Replace Unit #987)- Trail and Parks Mowing
ENVS-0218	4	\$15,700.00	Zero turn lawn mower	10 year replacement plan- Zero Turn Mower-(Replace Unit #991) - Trail and Parks Mowing
ENVS-0436	5	\$10,500.00	Skid Steer Attachment - Snowblower	Snow Removal-Clearing on Regional Trails
ENVS-0440	6	\$10,500.00	V-Plow - Snowplow for the 2024 one-ton pickup truck	Snow removal in Trailheads and Parking Lots
ENVS-0439	7	\$18,000.00	Kayak Dock Ramps - Dock Launch for ADA accessibility	2- Kayak dock ramps to be placed at Fish Lake and Kost Dam Parks
ENVS-0437	9	\$5,000.00	Grapple Skid Steer Attachment	Lifting of Logs and heavy debris along trails and parks
ENVS-0443	10	\$54,000.00	Re-tin-Park Building Structures - Parks Maintenance Shop-2 Pole Buildings	2 of the existing building structures are worn and starting to leak
		\$353,900.00		

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
ENVS-0130	1	\$200,000.00	6.5% County Grant Match- Engineering and Construction of approximate 2.5 mile segment of trail to connect with Center City and replace/repave old section of trail to Shafer	
		\$200,000.00		

Auditor-Treasurer-Elections

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
AUD-0137		\$59,000.00	Election Equipment Replacement Fund	
AUD-0139		\$4,500.00	Election Results - Storage Media	
		\$63,500.00		

Sheriff's Office

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
CCSO-0141		\$406,822	Sheriff's Office Patrol Vehicle Replacements	The replacement of patrol vehicles currently aging out of service.
CCSO-0449		\$8,575	Armor camera systems	High Definition 360-degree cameras system with 10" driver monitor and 4G system
CCSO-0450		\$23,600	DRACO Less-lethal gas deliver system	DRACO Gas deployment attachment system for both armored vehicles.
CCSO-0451		\$7,500	Transit Van Safari Roof Rack	Transit Van Safari Roof Rack and Ladder
CCSO-0452		\$4,575	Humvee rear ramp system	Humvee rear ramp deployment platform and grab railing
CCSO-0453		\$13,650	IR Lighting	EYECON 360-degree HID light system for both ERU vehicles
CCSO-0454		\$48,500	Patrol Rifle Plates	Providing rifle rated armor to all patrol staff.
CCSO-0455		\$58,250	Mobile Field Force equipment	Replace and add MFF equipment for each Deputy.
		\$571,472.00		

Maintenance-Facilities

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
MNT-0460		\$8,820	ECC Storage/Training Room Privacy	Enclosing the walkway/opening between the ECC breakroom and storage/training room
		\$196,112	ICS Facilities Study - ADA, EIFS/Stucco, Ceilings ACT, Concrete - Center City Government Center	
		\$54,014	ICS Facilities Study - NB HHS, LEC, Harris Public Works, Center City Public Works, Harris Sheriff	
		\$258,946.00		

Lake Improvement District

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
LID-0456		\$232,000	Lofton Avenue Weir Repair	Repair the Lofton Ave weir.
		\$232,000.00		

Public Works \$1,489,000.00
Enterprise Services \$1,440,018.00
Environmental Services/Parks \$553,900.00
Auditor-Treasurer-Elections \$63,500.00
Sheriff's Office \$571,472.00
Maintenance-Facilities \$258,946.00
Lake Improvement District \$232,000.00
TOTAL \$4,608,836.00



A **LEGENCE** Company

Chisago County Government Center Facility Condition Assessment

September 11, 2024

Prepared by: Mr. Brian Mohr

ICS | 1331 Tyler St NE, Minneapolis, MN 55413

Facility Condition Assessment for the Chisago County Government Center

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EXECUTIVE SUMMARY

The Chisago County Government Center consists of two sections built in 1973 and 1989. Originally the 1973 portion was built as a modern addition to the wood framed courthouse that was built in 1876. In 1989 the “new” addition was built and the old, wood courthouse was moved. Over the years there have been minor modifications to the floorplan, various cosmetic upgrades, and some mechanical and electrical upgrades have been made. As you’ll see later in the report items needing attention are:

- a. Tuckpointing, exterior sealants, of the 1973 portion of the building for the most parts are in good condition but areas beginning to fail. This should be addressed to limit water infiltration.
- b. The roof is a built-up type of system of unknown origin that could be as old as 1989. There has been some evidence of past minor leaks but no indication of immanent failure. These roofs have an estimated life of between 25 to 35 years.
- c. The pavements are in fair condition. To extend their life, a proactive, recurring maintenance plan such as crack filling and seal coating should be implemented. Bituminous should be resealed at about the 2-year mark and then every 5 years to keep the mix compliant. Curbing is damaged in several areas.
- d. Dry stacked retaining walls have failed in several areas.
- e. Major mechanical systems like the boilers and the chiller are at about their half-life. More concerning is the lack of humidity control and inconsistent temperature control. Recently the

Facility Condition Assessment for the Chisago County Government Center

County entered an Energy Performance Contract to attempt to address to update the controls and add 18 electric Variable Air Volume (VaV) boxes to help address temperature issues in areas. To my count, there are still about 83 original VaV boxes in the building that have no re-heat capability.

- f. For the most part, interior finishes and furnishings are in fair condition. The 1973 portion was recently upgraded, but original carpeting remains in a large part of the 1989 area. A rotational replacement plan should be created to keep them fresh and to prevent all items having to be replaced at one time in the future.

PURPOSE OF THE FACILITY CONDITION ASSESSMENT (FCA)

The purpose of this FCA is to identify existing and anticipated major facility deficiencies and serve as a roadmap to make investment decisions to ensure that the facilities function effectively and efficiently. The findings will suggest levels of funding and timeframes to budget for making facility investments and replacing components before failure over a ten-year period.

COST ESTIMATING

ICS uses our proprietary software, CIP 360, to catalog and estimate the future costs to rectify deficiencies. The cost database is maintained to remain current. Inflation rates and regional costs are reflected.

METHODOLOGY

To gather pertinent physical information about each building and site, the ICS team conducted visual inspections of facilities, observing conditions, recording notes, and taking photographs for later evaluation.

Limited to visual inspection, performance of systems is not scientifically evaluated. Any mention of performance is a result of anecdotal evidence such as conversations with staff or based on professional experience. If more in-depth evaluation is desired, we can assist in facilitating these studies.

Conditions of items not viewable (under slab, in walls, above ceilings, etc.) are not assessed. If so desired additional testing and evaluation of these items could be performed by other methods.

An onsite comprehensive evaluation of the physical needs of major components, including site, exterior envelope, interior condition, mechanical & plumbing, electrical systems, and life safety/security systems.

As a result of research and site visits, the ICS team has organized and analyzed the collected data to calculate cost estimates for maintenance, repair, and replacement of facilities, and site infrastructure for a 10-year study period. The plan assumes like-for-like replacement and does not consider upgrades or enhancements.

This plan is a snapshot in time and is intended to be a living document where The ICS team will work with you to update as needed, organize projects based on your priorities, and funding availability.

Facility Condition Assessment for the Chisago County Government Center

FACILITY CONDITION INDEX (FCI)

The "Facility Condition Index" represents a useful measurement of the amount of facility needs compared to the insured replacement value for that building. Therefore, the higher this ratio is, the more consideration should be given to replacing the facility versus investing significant repair dollars into it. A ratio greater than .6 (60%) typically identifies facilities where long-term investments should be seriously considered before implementation. Of course, other factors weigh into whether a building will be upgraded, repurposed, or replaced, but this measurement is one that should be accounted for in any facility decisions.

Facility	Deferred Maintenance	Building Insured Amount	Facility Condition Index (FCI)
Chisago County Government Center	\$8,179,468	\$20,643,056	.40

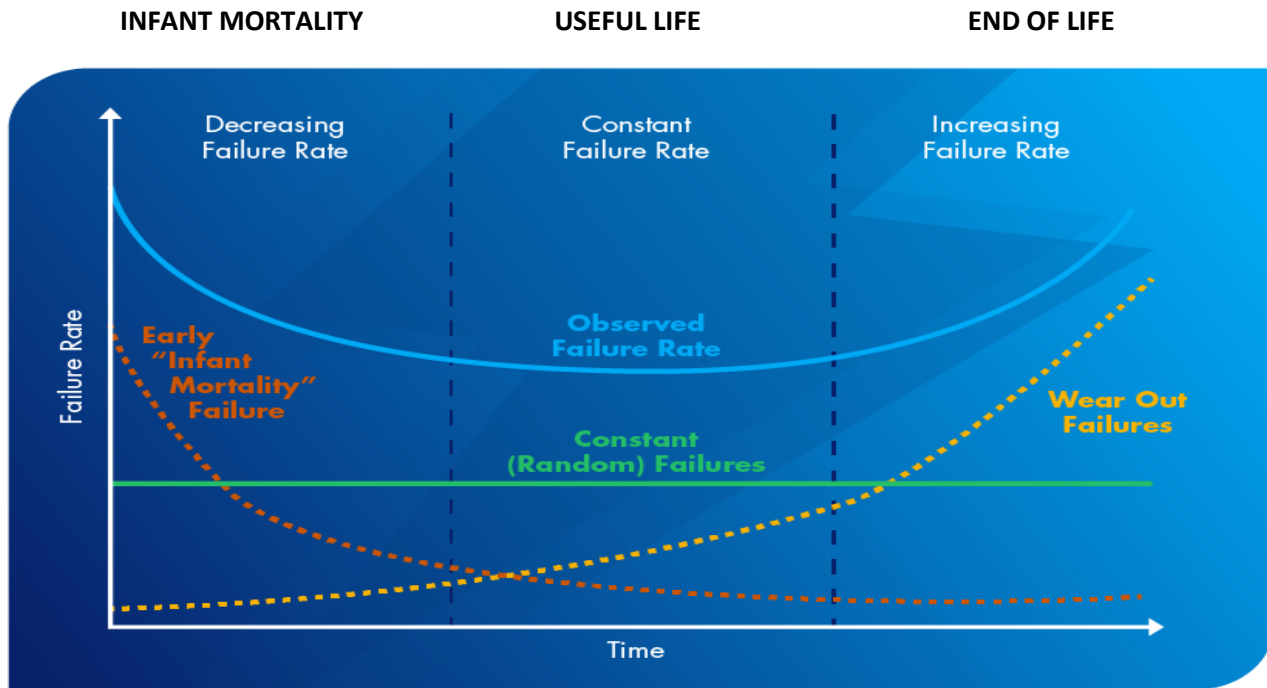
FACILITY REPORT CARD

The Facility Report Card is a synopsis of the observed condition of numerous major components of the facilities and estimates the remaining life of the component. Where actual ages could not be determined, assumptions were made based on types of materials used and general condition.

Useful life is based upon industry accepted statistical averages. This useful life can vary significantly based upon the level of maintenance performed over time. The Bathtub Curve of Product Reliability (shown below) is a statistical model that holds true for all products. Early in a product's life there is a large failure rate "while the kinks are worked out". This period is also known as the "warranty period" or the "commissioning phase". This failure rate falls over time and moves into a stable status. This period of a constant failure rate can be extended by proactive maintenance and strategic replacement of sub-components. Eventually, regardless of the level of maintenance performed, wear is evident, and components begin to fail more frequently.

It is estimated that for one dollar spent for rehabilitation during the useful life period, deferring maintenance will cost five to ten times more to replace once the product is at the end of life.

Facility Condition Assessment for the Chisago County Government Center



LIMITATIONS OF LONG-RANGE PLANNING

The cost estimates are intended to be for planning purposes only. There are numerous factors, such as scope, intent, materials, etc., that will affect the actual cost when a project is executed.

Many projects indicated in the plan are placeholders based on the statistical useful life and are not a certainty that those items must be replaced in the year we have indicated. Therefore, the plan is a living document and you and ICS will work together to reflect the values, priorities, and funding availability to make an executable plan.

Facility Condition Assessment for the Chisago County Government Center



Stained Block and Eroded Mortar



Eroded Mortar



Damaged EIFS



Bubbling on Roof



Paint Damage on Handrails



Damaged Wall Surfaces

Facility Condition Assessment for the Chisago County Government Center



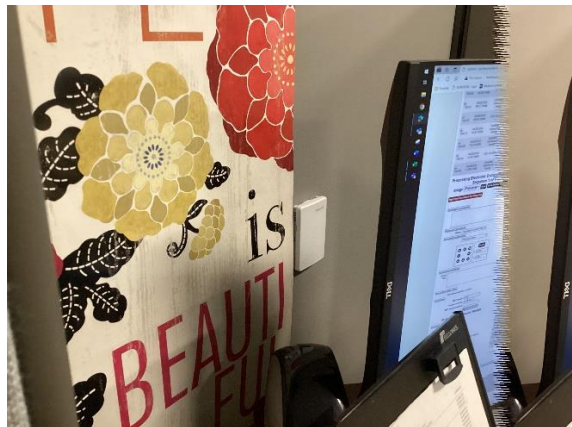
Sagging Ceiling Tiles



Old Damaged & Stained Carpet



Broken Door



Temp Sensor Behind Monitors

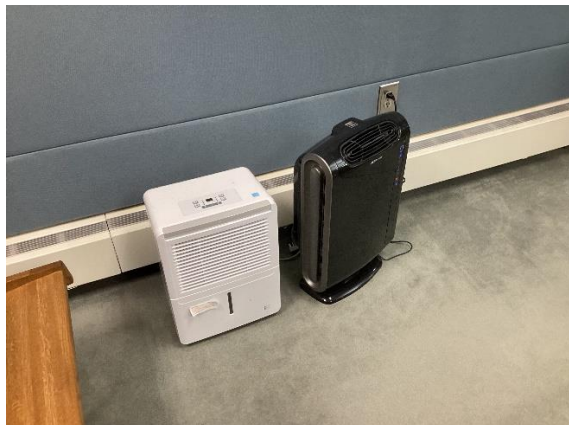


Damaged Wall Covering

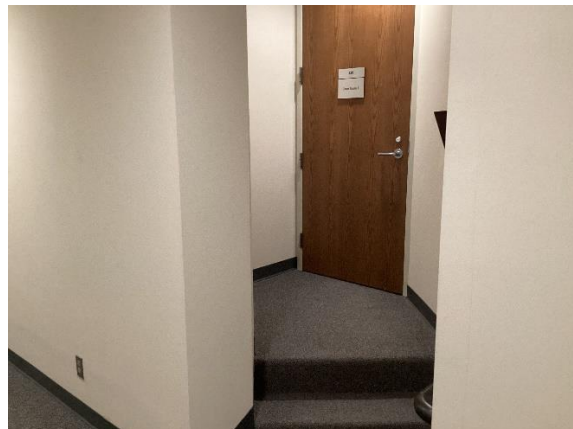


Tiles Removed, Suspect Mastic Exposed

Facility Condition Assessment for the Chisago County Government Center



Dehumidifiers and Fans Prevalent



Non-ADA Compliant Access to Bench



Old Exterior Lighting



Asbestos Pipe Insulation



10-Year-Old Boilers



Rusting Boiler Exhaust

Facility Condition Assessment for the Chisago County Government Center



Clogged Parking Lot Area Drain



Dry, Cracking Bituminous



Damaged Curbing



Settled Paving



Failing Retaining Walls



Damaged Concrete

Facility Condition Assessment for the Chisago County Government Center



Damaged Concrete



Hard to Maintain Landscape Areas



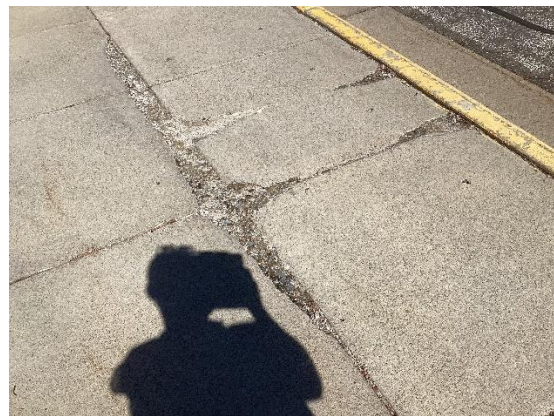
Damaged Concrete



Rotting Stairs



Settled Concrete (Trip Hazard)



Failing Concrete

B Shell

Building name		Address:			Date		
Government Center		313 N Main St, Center City, MN 55012			May 2024		
			Condition: Subjective Measurement of Functionality or Appearance			12 + yrs.	
			Useful Life: Anticipated Length Of Service For Typical Use For A Similar Environment			8-12 yrs.	
			Current Age: Length In Time Since Manufacture, Purchase, Or Installation			4-7 yrs.	
			Remaining Life: Balance Of Anticipated Useful Life			1-3 yrs.	
						Immediate	
Building System	Item / Asset	Subsystem	Description Of Current Condition / Notes	Useful Life	Current Age	Current Condition	Remaining Life
B2010	Exterior Walls	Brick & Tuck Pointing(1973)	Brick and sealants in areas of the 1973 portion of the building have been systematically repaired/replaced as needed. It has not been determined if a complete re-tuckpointing has occurred. There are areas that are showing erosion of mortar. There areas that are showing some minor indications some water staining and should be cleaned for cosmetic reasons.	50+	51		5
		Sealants (1973)	Many to the sealants in the 1973 portion are dry and need replacement to prevent water infiltration into the wall system.	10+	?		5
	Exterior Walls	Brick & Tuck Pointing(1989)	Brick and sealants in areas of the 1989 portion of the building are in fair condition. It has not been determined if a complete re-tuckpointing has occurred. There areas that are showing some minor indications some water staining and should be cleaned for cosmetic reasons.	50+	35		5
		Sealants (1989)	In good condition but nearing the end of expected life. This should be watched and if cracking or delamination occurs, complete replacement should be considered.	10+	10		5
	Exterior Walls	Exterior Insulation and Finish System (EIFS) (1989)	The EIFS was installed in 2014 and for the most part is in very good condition. There are a couple of areas that have been damaged on the lower north façade. It appears to have been done by mowers. These areas should be repaired ASAP to prevent water infiltration. Perhaps a metal panel could be installed over the EIFS to prevent future damage.	40+	10		30
		Sealants	In good condition but nearing the end of expected life. This should be watched and if cracking or delamination occurs, complete replacement should be considered.	10+	10		5
B2016	Metal Facia	1973 Area	There were metal panels installed over the brick on the parapet walls on the roof that appear to have been installed in the 2016 remodeling and they are in in very good condition.	30	8		22
B2020	Exterior Windows	1973 Area	The windows were replaced in the 2016 remodeling and are in excellent condition.	30-50	8		25+
		1989 Area	The windows were replaced in 2014 and are in excellent condition except for sun-fading which is inevitable.	30-50	10		20+
B2050	Exterior Doors and Grills	Metal Service Doors (1973)	Good	45	8		30+
		Aluminum (1973)	Good, no indication of mechanical issues, but cosmetic fading.	30	8		20
		Overhead (1973)	Good.	20	8		15
		Aluminum (1989)	Good, no indication of mechanical issues, but cosmetic fading.	30	10		20
B3010	Roofing	Built-up	There is no indication that the roof has been replaced. There is indication that there have been leaks in the past but have been repaired. There were no visual indications of problem areas, however, the roof has exceeded it's expected life and should be evaluated twice per year and replacement should be considered before failure occurs.	30	35?		2

C Interiors

Building name			Address:		Date		
Government Center			313 N Main St, Center City, MN 55012		May 2024		
			Condition: Subjective Measurement of Functionality or Appearance			12 + yrs.	
			Useful Life: Anticipated Length Of Service For Typical Use For A Similar Environment			8-12 yrs.	
			Current Age: Length In Time Since Manufacture, Purchase, Or Installation			4-7 yrs.	
			Remaining Life: Balance Of Anticipated Useful Life			1-3 yrs.	
						Immediate	
Building System	Item / Asset	Subsystem	Description Of Current Condition / Notes	Useful Life	Current Age	Current Condition	Remaining Life
C1010	Partitions	Retractable Partitions	The retractable partition that separates the lunch room appears to be in good condition.	20	?		10
		Interior Windows	Interior windows have been systematically replaced during various remodeling projects and no defects were found.	30	8+		20
C1020	Interior Doors	Interior Doors	Most interior doors are in good condition. Found some with cosmetic deficiencies such as sun fading and one door that was severely cracked.	25	8+		17
		Interior Door Frames	Door frames are in good condition. No damage observed to the frames except minor paint damage, particularly in the 1989 areas.	30	8+		22
C1030	Fittings	Toilet Partitions	Toilet partitions have recently been replaced and are in good condition/	5-10	2		8
		Ornamental Metals and Handrails	Some painted handrails, particularly the north staircase, are showing significant wear and need repainting. All of the handrails appear to be in good physical condition.	50	10+		40
C2020	Stair Finishes		Tile on the treads are in good condition	35	?		10
C3010	Wall Finishes		Wall finishes in the 1973 portion are fresh with some paint damage and other minor deficiencies. Cloth wall coverings in the 1989 portion are beginning to peel in several areas.	10-15	8+		5
C3020	Floor Finishes	Tile Flooring	Tile flooring in the hallways are in fair condition. Tile in most of the restrooms are relatively new,	10-25	4+		12
		Carpeting (1989)	Carpeting in some areas have been replaced over time (courtrooms and associated offices) and are in good condition. However, it appears that a large portion of this areas has original carpeting that is worn and stained.	10-15	10+		2
		Carpeting (1973)	Carpeting in this portion was replaced in 2018 and is in good condition. Some wear and staining in areas.	10-15	8		4
		VCT	VCT Tiles have been removed in the custodial room on the 1st floor, 1989 wing, with the tile mastic exposed. This mastic should be tested for asbestos to insure fibers do not become airborne.	30	?		0
C3030	Ceiling Finishes	Suspended Ceilings	There are large areas of the 1989 portion where the ceiling tiles are sagging. This is due to the combination of age and excess humidity in the building. There are also numerous water damaged tiles.	10-18	10+		0

D Services

Building name		Address:			Date		
Government Center		313 N Main St, Center City, MN 55012			May 2024		
			Condition: Subjective Measurement of Functionality or Appearance			12 + yrs.	
			Useful Life: Anticipated Length Of Service For Typical Use For A Similar Environment			8-12 yrs.	
			Current Age: Length In Time Since Manufacture, Purchase, Or Installation			4-7 yrs.	
			Remaining Life: Balance Of Anticipated Useful Life			1-3 yrs.	
						Immediate	
Building System	Item / Asset	Subsystem	Description Of Current Condition / Notes	Useful Life	Current Age	Current Condition	Remaining Life
D1010	Elevators and Lifts	Elevator (1973 Wing)	Original elevator is still in place. Mechanicals were all replaced in 2017. Car is in good condition.	30	7		23
		Elevator (1989 Wing)	Original elevator still in place. Car and controls are in good condition.	30			
D2010	Plumbing Fixtures		Plumng fixtures were recently replaced it new, water efficient fixtures and are in excellent condition.				
D2020	Domestic Water Distribution	Cold Water Service	It is assumed that most of the domestic water distribution piping is original. Piping under slap, above ceilings, and in walls was not inspected. Piping that was exposed was insulated. It appears that much of this original piping is iron and based on the hardness of the water, could have significant scale build-up, reducing capacity and increasing the likelihood of rust failure, particularly at joints.	45	35		10
		Hot water service	Same conditions exist with the piping as stated above for the cold water service.	45	35		10
D2030	Sanitary Waste	Vent piping	Vent piping appears to be functioning so that drains function as designed. No visible obstructions in venting above the roof deck.	45	35		10
		Floor Drains	All floor drains observed appear to be functioning as designed	45	35		10
D2040	Rain Water Discharge		All downspouts, scuppers, and leaders appear to be in good condition and functioning as designed.	15	?		10
D2090	Other Plumbing Systems	Gas Distribution	Interior gas piping looks good and is labeled appropriately.	30+	15+		15
D3010	Energy Supply	Gas Supply	Each wing of the building is served by it's own gas service. One meter looks to have been recently replaced and the other looks original. Both appear to be in good condition.	20	15+		5
		Hot Water Supply	The water heater was recently replaced and is in excellent condition.	10-15	3		12
		Solar Energy System	Rooftop solar was installed a few years ago and is in good condition.	25	5		20
D3020	Heating Systems	Boiler	The boilers, associated piping, pumps and controls were replaced in 2014 with 3, Viessman, high efficiency, condensing, 1112 MBH hot water boilers. These boilers appear to be in good condition.	15	10		5
D3030	Cooling Systems	Chiller	Chiller system was also replaced in 2014 and is in good condition.	15-20	10		8
D3040	Distribution Systems	Air Distribution	Most of the air distribution system in the 1989 portion is original to the building and is nearing end of life. It appears that there are 110 Variable Air Volume (VaV) boxes in the building. All but 19 of those are original and have no re-heat coils. The 19 that were recently replaced have electric re-heat. Although this aids in temperature control, these are energy inefficient.	20-30	35		0
		Air Distribution	The system in the 1973 portion consists of an Aeon roof-top unit with approximately 34 VaVs with hot water reheat that was installed in 2016 and is in good condition.	15	8		7
		Exhaust Ventilation	Exhaust is accomplished via the two main air handlers and dedicated roof-top exhaust for restrooms.	15	8+		7
		Hot Water Distribution	The bulk of the heating is accomplished with perimeter hot water radiation. The 1989 portion is original and the 1973 portion was replaced in 2016.	30-50	8-35		12
D3060	Controls and Instrumentation	Heating System	The controls were recently replaced one-for-one by Honeywell, to include outside air temperature reset on the boilers. No additional controls or zones were added. System validation will require at least one more year.	15	1		14
		Cooling System	The controls were recently replaced one-for-one by Honeywell. System validation will require at least one more year.	15	1		14
		Terminal Devices	Control valves appear to be original in the 1989 portion and are nearing end of life. It is most likely that several have been replaced over time.	15	30+		0
D3070	System Testing and Balancing	Air System TAB (1973)	The 1973 portion had a Test and Balance (TAB) study done in 2016. These should be conducted at least every 10 years to insure proper operation of systems and adequate air flow rates to maximize indoor air quality.	10	8		2
		Air System TAB (1989)	It is not known if there has been a TAB done with the exception of the new Honeywell VaVs that were installed. These should be conducted at least every 10 years to insure proper operation of systems and adequate air flow rates to maximize indoor air quality.	10	?		0
		Piping System TAB (1973)	The 1973 portion had a Test and Balance (TAB) study done in 2016. These should be conducted at least every 10 years to insure proper operation of systems and maximize heating efficiency and occupant comfort.	10	8		2
		Piping System TAB (1989)	It is not known if there has been a TAB done. These should be conducted at least every 10 years to insure proper operation of systems and adequate air flow rates to maximize heating efficiency and occupant comfort.	10	?		0
D3090	Other HVAC System and Equipment	Special Cooling System	There are 2 Liebert packaged cooling unit to cool the data center and a swath closet. These appear to be about 8 years old and in discussions with staff are operating correctly and in good condition.	15	8		7
D4010	Fire Suppression	Sprinkler Water Supply	It appears that the sprinkler system has had regular modification over time and looks relatively new and functions as designed. Regular inspections have occurred as required.	20-30	8		18
		Dry Sprinkler System	The data center is protected by a clean agent fire suppression system to protect critical electronics from water damage in the event of fire. This system appears to be in good condition and has had its regular inspections performed.	20-30	8		18

D4020	Standpipes		Standpipes on the exterior of the building are in good condition and are clearly labeled.	40	14+		25
D4030	Other Fire Protection	Fire Extinguishers	Fire extinguishers are in good condition and are regularly inspected.	30	10		10
D5010	Facility Power Distribution		Much of the power distribution has been replaced and/or upgraded during recent renovations and are in good condition.	30-50	8+		35
D5020	Lighting and Branch Wiring	Branch Wiring	Much of the branch wiring is original to the original building construction. Additional circuits have been added as remodeling has occurred. No evidence of problems.	30-50	30+		20
		Lighting	Most of the lighting has been recently upgraded to modern LED, to include the parking lot lighting. A few of the exterior wall-packs remain to be upgraded.	20	2?		18
D5030	Communications and Security	PA System	There is no PA system. One should be considered for emergency communications.	10			
		Telephone System	It appears that the incoming phone service and control equipment has been recently upgraded and is in good condition. Technological advancement usually drives replacement rather than condition. Branch wiring appears to be original.	10	4?		6
		Fire Alarm System	Fire alarm systems have been upgraded over time to conform to code and to ensure the safety of building occupants.	15-20	5+		15
		Security and Detection	Technological advancement and the desire for additional coverage usually drives replacement rather than condition.	8-10	5		3
		Local Area Networks	Networks and switchgear have been regularly upgraded. Technological advancement usually drives replacement rather than condition.	10	5		5
D5090	Other Electrical Systems	Emergency Lighting and Power Systems	One of the two current emergency power generators is non-functional. It is scheduled to be replaced this year.	15	12		3

E Equipment and Furnishings

[illegible]

G Sitework

Building name			Address:		Date		
Government Center			313 N Maint St, Center City, MN 55012		May 2024		
			Condition: Subjective Measurement of Functionality or Appearance			12 + yrs.	
			Useful Life: Anticipated Length Of Service For Typical Use For A Similar Environment			8-12 yrs.	
			Current Age: Length In Time Since Manufacture, Purchase, Or Installation			4-7 yrs.	
			Remaining Life: Balance Of Anticipated Useful Life			1-3 yrs.	
						Immediate	
Building System	Item / Asset	Subsystem	Description Of Current Condition / Notes	Useful Life	Current Age	Current Condition	Remaining Life
G2013	Curbs, Gutter, and Drains		Many sections of curbing have been damaged from either snow removal or freeze/thaw.	25-50	30+		0
G2012	Paving and Surfacing	Pavement	Much of the pavement has significant cracking. For the most part is structually sound, however there are areas that have settled and experiencing significant alligatoring. These cracks should be regularly filled to prevent pavement degradation due to freeze-thaw action. Areas should be rebuilt.	15-25	Varies		5
		Seal Coat	Bituminous surfaces should be sealed about every 5 years to replenish oils to maximize useful life	5	?		0
G2030	Pedestrian Plazas and Walkways		Many walks are exhibiting substantial cracking, spalling and settling. There are a few trip areas present due to holes and settling.	25-50	Varies		2
G2033	Exterior Stairs		The exterior stairs and handrails are in good condition.	25	10		15
G2042	Retaining Walls		Many of the dry-stacked retaining walls on the west side of the parking lot and the north side of the building has significant damage and needs to be repaired ASAP. These walls did not perform as they should have.	25	10?		0
G2048	Flagpole		Excellent	20			
G2049	Miscallaneous Structures	Wood Stairway	The wooden stairs that lead down to the natural area on the north of the property is rotting and in in disrepair.	15	?		0
G2080	Landscaping		Most of the landscaping deficiencies appear to be the result of small, hard to maintain spaces.	Varies			
G4050	Site Lighting		It appears that the parking lot lightint has been upgraded to LED recently and is in very good condition. Some of the wall-pack lighting is old and not energy efficient. These should be considered for replacement soon.	10-20			10
G9090	Other Systems and Equipment	Exterior Signage	Most of the signage is in good condition.	10			

Facility	System	Component	Improvement Year	Quantity	Unit	Costs per unit	Base Amount	Component Subtotal	Budget Amount	Description	Condition
Government Center	Building Hardware and Equipment	Doors - HM & Wood (Leaf Only)	2024	2	Each	\$ 750	\$ 1,500	\$ 1,500	\$ 1,500	Replace damaged doors	Poor
Government Center	Building Hardware and Equipment	Doors - Paint Door Frame	2024	25	Each	\$ 175	\$ 4,375	\$ 4,375	\$ 4,375	Paint frames	Poor
Government Center	Building Hardware and Equipment	Other	2024	35000	Lump Sum	\$ 1	\$ 35,000	\$ 35,000	\$ 35,000	Replace front scanner & metal detector	Poor
Government Center	Electrical	Lighting - Building (Exterior)	2024	4	Each	\$ 350	\$ 1,400	\$ 1,400	\$ 1,400	Upgrade remaining HID lights to LED	Poor
Government Center	Interior Surfaces	Walls - Wallpaper	2024	1000	Sqft	\$ 7	\$ 6,500	\$ 6,500	\$ 6,500	Replace/repair damaged paper covering	Poor
Government Center	Site Projects	Retaining Wall	2024	1600	Sqft	\$ 65	\$ 104,000	\$ 104,000	\$ 111,280	Repair retaining walls	Poor
Government Center	Accessibility	Other	2025	2	Lump Sum	\$ 1,500	\$ 3,000	\$ 3,090	\$ 3,090	Replace damaged truncated cone panels	Poor
Government Center	Building Envelope	EIFS / Stucco	2025	100	Sqft	\$ 24	\$ 2,400	\$ 2,472	\$ 2,472	Repair damaged EIFS, north facade	Poor
Government Center	Interior Surfaces	Ceilings - ACT	2025	35000	Sqft	\$ 5	\$ 175,000	\$ 180,250	\$ 180,250	Replace aged/damaged ceiling	Poor
Government Center	Site Projects	Concrete - Walks & Drives	2025	1250	Sqft	\$ 8	\$ 10,000	\$ 10,300	\$ 10,300	Replace damaged sidewalk	Poor
Government Center	Accessibility	Floor Levels	2026	4	Allowance	\$ 8,000	\$ 32,000	\$ 33,949	\$ 36,325	Access to Judge platforms	Poor
Government Center	Asbestos Removal and Encapsulation	Asbestos Remediation - Pipe Insulation	2026	25	Lf	\$ 100	\$ 2,500	\$ 2,652	\$ 2,652	Remove TSI in maintenance area	Poor
Government Center	Asbestos Removal and Encapsulation	Removal / Encapsulate	2026	124	Sqft	\$ 15	\$ 1,860	\$ 1,973	\$ 1,973	Remove suspected floor mastic in 2nd floor custodial	Poor
Government Center	Building Hardware and Equipment	PA system	2026	85000	Sqft	\$ 2	\$ 148,750	\$ 157,809	\$ 168,856	Ad PA system	Poor
Government Center	Electrical	Security (CCTV/Camera)	2026	32	Each	\$ 1,100	\$ 35,200	\$ 37,344	\$ 37,344	Upgrade CCTV System	Poor
Government Center	Interior Surfaces	Casework - Classroom (Uppers & Lowers)	2026	75	Lf	\$ 600	\$ 45,000	\$ 47,741	\$ 47,741	Replace assorted casework (courtrooms)	Poor
Government Center	Interior Surfaces	Flooring - Carpet	2026	25000	Sqft	\$ 7	\$ 162,500	\$ 172,396	\$ 172,396	Replace carpet (1989 wing)	Poor
Government Center	Roof Systems	Roofing - Built Up	2026	29000	Sqft	\$ 23	\$ 667,000	\$ 707,620	\$ 757,153	Replace roof	Poor
Government Center	Site Projects	Concrete - Curb & Gutter	2026	125	Lf	\$ 25	\$ 3,156	\$ 3,348	\$ 3,348	Repair curbing	Poor
Government Center	Building Hardware and Equipment	Conveying Systems - Hydraulic Elevator (2 Stop)	2027	1	Each	\$ 25,000	\$ 25,000	\$ 27,318	\$ 27,318	Replace Elevator Controls & Mechanicals (1989)	Fair
Government Center	Building Hardware and Equipment	Doors - Paint Door Frame	2027	25	Each	\$ 175	\$ 4,375	\$ 4,781	\$ 4,781	Paint frames	Fair
Government Center	Interior Surfaces	Flooring - Ceramic / Porcelain Tile	2027	1900	Sqft	\$ 24	\$ 46,075	\$ 50,347	\$ 50,347	Replace tile in hallways	Fair
Government Center	Site Projects	Asphalt Maintenance - Patch/Crack Fill, Sealcoating & Strip	2027	75800	Sqft	\$ 4	\$ 303,200	\$ 331,315	\$ 354,507	Repair & reseal lots	Fair
Government Center	Building Hardware and Equipment	Doors - HM & Wood (Leaf Only)	2028	10	Each	\$ 750	\$ 7,500	\$ 8,441	\$ 8,441	Replace damaged doors	Fair
Government Center	Building Hardware and Equipment	Window Treatments	2028	240	Sqft	\$ 10	\$ 2,400	\$ 2,701	\$ 2,701	Replace blinds	Fair
Government Center	Electrical	Card Access / Keyless Entry	2028	25000	Sqft	\$ 2	\$ 37,500	\$ 42,207	\$ 42,207	Update Access System	Fair
Government Center	Fire Safety	Emergency Egress Lighting	2028	25	Each	\$ 250	\$ 6,250	\$ 7,034	\$ 7,034	Replace Emergency Lighting	Fair
Government Center	Site Projects	Concrete - Walks & Drives	2028	1000	Sqft	\$ 8	\$ 8,000	\$ 9,004	\$ 9,004	Replace damaged sidewalk	Fair
Government Center	Accessibility	Handicap - Button Actuated, Self Opening Door	2029	2	Each	\$ 2,250	\$ 4,500	\$ 5,217	\$ 5,217	Replace actuators	Fair
Government Center	Building Envelope	Doors - Hollow Metal	2029	4	Each	\$ 2,000	\$ 8,000	\$ 9,274	\$ 9,274	Replace damaged doors	Fair
Government Center	Building Envelope	Expansion Sealants	2029	400	Lf	\$ 7	\$ 2,600	\$ 3,014	\$ 3,014	Replace deteriorated sealants	Fair
Government Center	Building Envelope	Exterior Door Hardware	2029	5	Each	\$ 2,700	\$ 13,500	\$ 15,650	\$ 15,650	Replace door hardware	Fair
Government Center	Building Envelope	Tuckpointing	2029	10000	Sqft	\$ 30	\$ 300,000	\$ 347,782	\$ 372,127	Re-tuck exterior	Fair
Government Center	Interior Surfaces	Flooring - Carpet	2029	8000	Sqft	\$ 7	\$ 52,000	\$ 60,282	\$ 60,282	Replace carpet (1989 wing)	Fair
Government Center	Interior Surfaces	Flooring - Carpet	2029	13500	Sqft	\$ 7	\$ 87,750	\$ 101,726	\$ 108,847	Replace carpet (1973 wing)	Fair
Government Center	Mechanical Systems	Air Cooled Condensing Unit (ACCU)	2029	100	Ton	\$ 850	\$ 85,000	\$ 98,538	\$ 105,436	Replace condenser	Fair
Government Center	Mechanical Systems	Boilers	2029	3	Each	\$ 100,000	\$ 300,000	\$ 347,782	\$ 372,127	Replace boilers	Fair
Government Center	Mechanical Systems	Chillers	2029	100	Ton	\$ 1,050	\$ 105,000	\$ 121,724	\$ 130,245	Replace chiller	Fair
Government Center	Building Envelope	Overhead Doors	2030	2	Each	\$ 6,500	\$ 13,000	\$ 15,523	\$ 15,523	Replace overhead doors	Fair
Government Center	Plumbing	Domestic Water Heating - 50 Gallon	2030	1	Each	\$ 10,000	\$ 10,000	\$ 11,941	\$ 11,941	Replace water heater	Fair
Government Center	Site Projects	Concrete - Curb & Gutter	2030	2500	Lf	\$ 25	\$ 63,125	\$ 75,375	\$ 75,375	Repair curbing	Fair
Government Center	Building Hardware and Equipment	Partitions - Operable for Rooms	2031	176	Sqft	\$ 50	\$ 8,800	\$ 10,823	\$ 10,823	Replace operable wall in lunchroom	Good
Government Center	Fire Safety	Fire Protection System	2031	1	Lump Sum	\$ 75,000	\$ 75,000	\$ 92,241	\$ 98,698	Upgrade fire system	Good
Government Center	Site Projects	Asphalt Maintenance - Sealcoating	2032	75800	Sqft	\$ 2	\$ 113,700	\$ 144,032	\$ 154,114	Repair & reseal lots	Good
Government Center	Building Hardware and Equipment	Window Treatments	2033	240	Sqft	\$ 10	\$ 2,400	\$ 3,131	\$ 3,131	Replace blinds	Good
Government Center	Mechanical Systems	Air Handler Unit (AHU)	2033	65000	Sqft	\$ 50	\$ 3,250,000	\$ 4,240,513	\$ 4,537,349	Replace AHU and VAVs	Good
									\$ 8,179,468		

Facility	System	Component	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Grand Total
Government Center	Accessibility	Floor Levels	\$ -	\$ -	\$ 36,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,325
	Accessibility	Handicap - Button Actuated, Self C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,217	\$ -	\$ -	\$ -	\$ -	\$ 5,217
	Accessibility	Other	\$ -	\$ 3,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,090
	Asbestos Removal and Encapsulatio	Asbestos Remediation - Pipe Insula	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,652
	Asbestos Removal and Encapsulatio	Removal / Encapsulate	\$ -	\$ -	\$ 1,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973
	Building Envelope	Doors - Hollow Metal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,274	\$ -	\$ -	\$ -	\$ -	\$ 9,274
	Building Envelope	EIFS / Stucco	\$ -	\$ 2,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,472
	Building Envelope	Expansion Sealants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,014	\$ -	\$ -	\$ -	\$ -	\$ 3,014
	Building Envelope	Exterior Door Hardware	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,650	\$ -	\$ -	\$ -	\$ -	\$ 15,650
	Building Envelope	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,523	\$ -	\$ -	\$ -	\$ 15,523
	Building Envelope	Tuckpointing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 372,127	\$ -	\$ -	\$ -	\$ -	\$ 372,127
	Building Hardware and Equipment	Conveying Systems - Hydraulic Ele	\$ -	\$ -	\$ -	\$ 27,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,318
	Building Hardware and Equipment	Doors - HM & Wood (Leaf Only)	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
	Building Hardware and Equipment	Doors - HM & Wood (Leaf Only)	\$ -	\$ -	\$ -	\$ -	\$ 8,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,441
	Building Hardware and Equipment	Doors - Paint Door Frame	\$ 4,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,375
	Building Hardware and Equipment	Doors - Paint Door Frame	\$ -	\$ -	\$ -	\$ 4,781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,781
	Building Hardware and Equipment	Other	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
	Building Hardware and Equipment	PA system	\$ -	\$ -	\$ 168,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,856
	Building Hardware and Equipment	Partitions - Operable for Rooms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,823	\$ -	\$ -	\$ 10,823
	Building Hardware and Equipment	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ 2,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,701
	Building Hardware and Equipment	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,131	\$ 3,131
	Electrical	Card Access / Keyless Entry	\$ -	\$ -	\$ -	\$ -	\$ 42,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,207
	Electrical	Lighting - Building (Exterior)	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400
	Electrical	Security (CCTV/Camera)	\$ -	\$ -	\$ 37,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,344
	Fire Safety	Emergency Egress Lighting	\$ -	\$ -	\$ -	\$ -	\$ 7,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,034
	Fire Safety	Fire Protection System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,698	\$ -	\$ -	\$ 98,698
	Interior Surfaces	Casework - Classroom (Uppers & L	\$ -	\$ -	\$ 47,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,741
	Interior Surfaces	Ceilings - ACT	\$ -	\$ 180,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,250
	Interior Surfaces	Flooring - Carpet	\$ -	\$ -	\$ 172,396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172,396
	Interior Surfaces	Flooring - Carpet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,282	\$ -	\$ -	\$ -	\$ -	\$ 60,282
	Interior Surfaces	Flooring - Carpet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,847	\$ -	\$ -	\$ -	\$ -	\$ 108,847
	Interior Surfaces	Flooring - Ceramic / Porcelain Tile	\$ -	\$ -	\$ -	\$ 50,347	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,347
	Interior Surfaces	Walls - Wallpaper	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
	Mechanical Systems	Air Cooled Condensing Unit (ACCU	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,436	\$ -	\$ -	\$ -	\$ -	\$ 105,436
	Mechanical Systems	Air Handler Unit (AHU)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,537,349	\$ 4,537,349
	Mechanical Systems	Boilers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 372,127	\$ -	\$ -	\$ -	\$ -	\$ 372,127
	Mechanical Systems	Chillers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,245	\$ -	\$ -	\$ -	\$ -	\$ 130,245
	Plumbing	Domestic Water Heating - 50 Gall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,941	\$ -	\$ -	\$ -	\$ 11,941
	Roof Systems	Roofing - Built Up	\$ -	\$ -	\$ 757,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 757,153
	Site Projects	Asphalt Maintenance - Patch/Crac	\$ -	\$ -	\$ -	\$ 354,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,507
	Site Projects	Asphalt Maintenance - Sealcoating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,114	\$ -	\$ 154,114
	Site Projects	Concrete - Curb & Gutter	\$ -	\$ -	\$ 3,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,348
	Site Projects	Concrete - Curb & Gutter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,375	\$ -	\$ -	\$ -	\$ 75,375
	Site Projects	Concrete - Walks & Drives	\$ -	\$ 10,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,300
	Site Projects	Concrete - Walks & Drives	\$ -	\$ -	\$ -	\$ -	\$ 9,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,004
	Site Projects	Retaining Wall	\$ 111,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,280
Grand Total			\$ 160,055	\$ 196,112	\$ 1,227,788	\$ 436,953	\$ 69,387	\$ 1,182,219	\$ 102,839	\$ 109,521	\$ 154,114	\$ 4,540,480	\$ 8,179,468

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APPENDICES

Cost Estimates

- **Summary of Facility Costs by Facility** **13**
- **Itemized List of Facility Costs** **14**

North Branch Health and Human Services

The North Branch HHS Building is an approximately 9,200 SF facility that was constructed in 2008. Over the years it has received routine maintenance and is in general good condition based on its age. Interior surfaces like carpet and walls are showing wear. Mechanical systems, roofs, and parking lots are nearing the end of life and should be considered for future replacements. Anecdotal discussion with occupants reveals that there are inconsistencies with temperature control and concerns with indoor air quality. ICS recommends that the facility be re-commissioned to balance air flow and temperature and ensure that all controls and actuators are functioning as designed. A life safety consideration would be to add an emergency exit to the north side of the building.

Space utilization was not a part of this evaluation.

Major items identified are highlighted below with a full list in the appendix.

Item	Year	Cost
1. Replace Carpet	2026	\$48,271
2. Asphalt Maintenance	2026	\$120,943
3. Replace Roof	2027	\$81,955



Cracked, settled, and dry pavement



Damaged carpeting, wall tiles, and wall surface



Roof beginning to show curling and lifting



Damaged tile and missing tile grout



Dried and missing flexible sealants

Public Works (Center City)

The Center City Public Works Facility consists of two main buildings: the main offices and shops, and a salt/storage building. These facilities have been built and added onto over time as the staff and programs have evolved. These steel buildings have relatively low-cost structures and low cost to maintain. Over time major systems such as air handling units have been replaced, however, toward the end of this 10-year plan, consideration should be made for replacements.

Space utilization or operational functionality was not a part of this evaluation. Change of function to include the number and size of equipment will be the prime driver of changes to this complex.

Major items identified are highlighted below with a full list in the appendix.

Item	Year	Cost
Rebuild bituminous surfaces	2026	\$641,250
Replace generator	2028	\$84,413
Replace 4 overhead doors (cold storage)	2029	\$39,415
Replace RTU	2030	\$113,435
Replace shop air handling units	2030	\$262,692



Failing Pavement



Aging mechanical systems



Damaged concrete in main shop

Public Works (Harris)

The Harris Public Works Facility consists of four main buildings: the main offices and shops, and a salt/storage building, temporary breakroom, and the new heated storage building. These facilities have been built and added onto over time as the staff and programs have evolved. These steel buildings are relatively low-cost structures and low cost to maintain. Except for the new wash bay in the main shop, mechanical systems in the original building are nearing the end of life. There is some indication of structural damage to the south wall of the salt shed. This may be from a combination of the weight of the sand/salt or impact from loaders. This should be further investigated to determine the severity and the solution. During the COVID pandemic, a portable structure was brought in to serve as a break room for better social distancing. This facility is not handicapped accessible, and the two heating/cooling units are aged. In speaking with staff on site, they indicated that frost is an issue in the winter months in the new heated storage building. This is most likely from the space being heated with direct-fired heaters and the moisture brought in on trucks. This water vapor will condense. The solution would be to install air-to-air heat exchangers to increase air circulation and exhaust the water vapor in the air.

Space utilization or operational functionality was not a part of this evaluation. Change of function to include the number and size of equipment will be the prime driver of changes to this complex.

Major items identified are highlighted below with a full list in the appendix.

Item	Year	Cost
Rebuilt S Wall of salt shed	2026	\$31,827
Sealcoat bituminous	2027	\$67,203
Replace air handler	2028	\$123,806
Replace AC Condenser	2030	\$30,448



Bowing exterior walls



Aging Mechanical Systems



Non-accessible “temporary” breakroom

Law Enforcement Center

The Law Enforcement Center consists of one building with the Emergency Communication Center being built in 2012 and the Sheriff's offices and jail being built in 2017. Due to security reasons, a very limited tour of the jail was conducted and therefore physical deficiencies were not observed. Being as new as they are, the ECC and LEC have limited deficiencies, there are no immediate major concerns. One minor observation was the drying and missing sealants in a few exterior control joints. At about the 10-year mark, general items like flooring replacements and other interior finishes will require refreshing. Technology advancements will drive upgrades in electronic security and communications.

After our initial evaluation, the parking lot was sealed, restriped, and curbs were repaired. This will be required at about 5-year intervals.

Space utilization or operational functionality was not a part of this evaluation.

Item	Year	Cost
Replace carpet	2028	\$87,790
Seal bituminous areas	2029	\$210,408
Repaint walls	2030	\$48,271



Missing and dry sealant



Minor settling of walk

Law Enforcement Building (Harris)

The Harris facility is a small, metal-clad, wood framed building. The facility provides satellite offices, a small heated, wash bay, and a cold storage garage. There is damage to the exterior metal, overhead doors, and the roof paint is fading. One of the major concerns at this site is drainage, particular in winter months. The building sits several feet below the road and the front door is at grade. Often in the winter this door is frozen shut and at times water has run directly into the building. The front lot surface should be dropped and contoured so that water runs around the building. The site was recently modified on the north side of the building to improve drainage.

Space utilization or operational functionality was not a part of this evaluation.

Item	Year	Cost
Add CCTV/Alarm	2025	\$14,214
Exterior building repairs (Doors, metal, paint, etc.)	2026	\$42,968
Reshape front lot	2027	\$18,576
Repair bituminous	2027	\$65,564



Aging pavement



Damaged exteriors



Poor drainage and elevation of front door

Summary of Facility Costs by Facility

	System	Law Enforcement Center	North Branch Human Services	Public Works (Center City)	Public Works (Harris)	Sheriff Bldg (Harris)	Grand Total
Deferred	Building Envelope	\$ 3,227	\$ 32,189	\$ 52,809	\$ 31,827	\$ 42,968	\$ 163,020
	Building Hardware and Equipment	\$ -	\$ -	\$ -	\$ 26,084	\$ -	\$ 26,084
	Electrical	\$ -	\$ -	\$ 84,413	\$ -	\$ 14,214	\$ 98,627
	Interior Surfaces	\$ 136,746	\$ 71,753	\$ 57,652	\$ -	\$ -	\$ 266,151
	Mechanical Systems	\$ -	\$ 99,311	\$ 402,455	\$ 224,334	\$ -	\$ 726,100
	Plumbing	\$ -	\$ -	\$ 16,444	\$ 16,444	\$ -	\$ 32,888
	Roof Systems	\$ -	\$ 81,955	\$ -	\$ -	\$ -	\$ 81,955
	Site Projects	\$ 257,800	\$ 130,542	\$ 727,923	\$ 149,147	\$ 84,140	\$ 1,349,552
Deferred Total		\$ 397,773	\$ 415,750	\$ 1,341,696	\$ 447,836	\$ 141,322	\$ 2,744,377

Itemized List of Facility Costs

Facility	Component	2025	2026	2027	2028	2029	2030	2032	2033	Grand Total
Law Enforcement Center	Expansion Sealants	\$ -	\$ 3,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,227
	Flooring - Carpet	\$ -	\$ -	\$ -	\$ 87,790	\$ -	\$ -	\$ -	\$ -	\$ 87,790
	Walls - Paint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,956	\$ -	\$ -	\$ 48,956
	Asphalt Maintenance - Sealcoating	\$ -	\$ -	\$ -	\$ -	\$ 225,137	\$ -	\$ -	\$ -	\$ 225,137
	Concrete - Curb & Gutter	\$ -	\$ -	\$ -	\$ -	\$ 8,782	\$ -	\$ -	\$ -	\$ 8,782
	Concrete - Walks & Drives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,881	\$ -	\$ -	\$ 23,881
North Branch Human Services	Doors - Aluminum	\$ 9,785	\$ -	\$ -	\$ -	\$ 16,230	\$ -	\$ -	\$ -	\$ 26,015
	Sealants	\$ -	\$ 6,174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,174
	Flooring - Carpet	\$ -	\$ 48,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,271
	Flooring - Ceramic / Porcelain Tile	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
	Flooring - VCT	\$ 185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185
	Walls - Paint	\$ 10,558	\$ -	\$ -	\$ -	\$ -	\$ 12,239	\$ -	\$ -	\$ 22,797
	Air Handler Unit (AHU)	\$ -	\$ -	\$ -	\$ 73,158	\$ -	\$ -	\$ -	\$ -	\$ 73,158
	Boilers	\$ -	\$ -	\$ -	\$ 16,883	\$ -	\$ -	\$ -	\$ -	\$ 16,883
	Commissioning	\$ 9,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,270
	Roofing - Shingles	\$ -	\$ -	\$ 81,955	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,955
	Asphalt Maintenance - Patch/Crack Fill	\$ -	\$ 129,409	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,409
	Fencing	\$ 1,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,133
Public Works (Harris)	Other	\$ -	\$ 31,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,827
	Doors - Overhead	\$ -	\$ -	\$ -	\$ -	\$ 26,084	\$ -	\$ -	\$ -	\$ 26,084
	Air Cooled Condensing Unit (ACCU)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,448	\$ -	\$ -	\$ 30,448
	Air Handler Unit (AHU)	\$ -	\$ -	\$ -	\$ 132,472	\$ -	\$ -	\$ -	\$ -	\$ 132,472
	Mini Split System	\$ -	\$ -	\$ -	\$ 34,891	\$ -	\$ -	\$ -	\$ -	\$ 34,891
	Other	\$ -	\$ 26,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,523
	Domestic Water Heating - 120 Gallon	\$ -	\$ 16,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,444
	Asphalt Maintenance - Sealcoating	\$ -	\$ -	\$ 67,203	\$ -	\$ -	\$ -	\$ -	\$ 80,244	\$ 147,447
	Fencing	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Works (Center City)	Doors - Hollow Metal	\$ 4,120	\$ -	\$ -	\$ -	\$ 9,274	\$ -	\$ -	\$ -	\$ 13,394
	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 39,415	\$ -	\$ -	\$ -	\$ 39,415
	Generator	\$ -	\$ -	\$ -	\$ 84,413	\$ -	\$ -	\$ -	\$ -	\$ 84,413
	Casework - Countertops Only	\$ 2,549	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,549
	Ceilings - ACT	\$ -	\$ -	\$ 19,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,123
	Flooring - Carpet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,819	\$ -	\$ 28,819
	Flooring - Sealed Concrete	\$ -	\$ 7,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,161
	Air Handler Unit (AHU)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281,080	\$ -	\$ -	\$ 281,080
	Furnace	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,375	\$ -	\$ -	\$ 121,375
	Domestic Water Heating - 120 Gallon	\$ -	\$ 16,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,444
	Paving - Heavy Duty	\$ -	\$ 727,923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,923
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sheriff Bldg (Harris)	Doors - Hollow Metal	\$ -	\$ 4,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,244
	Exterior Painting	\$ -	\$ 15,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,914
	Metal Panels - Corrugated	\$ -	\$ 15,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,914
	Overhead Doors	\$ -	\$ 6,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,896
	Security (CCTV/Camera)	\$ 9,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,064
	Security Alarm System	\$ 5,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,150
	Asphalt Maintenance - Patch/Crack Fill	\$ -	\$ -	\$ 65,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,564
	Drainage	\$ -	\$ -	\$ 18,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,576
Grand Total		\$ 54,014	\$ 1,056,371	\$ 252,421	\$ 429,607	\$ 324,922	\$ 517,979	\$ 28,819	\$ 80,244	\$ 2,744,377

IV.

Community Corrections Act **(CCA) Probation Delivery System**

November 13th, 2024

The network of local correctional systems in Minnesota is large and uniquely designed to allow for local control. Approximately 97,002 people (as of July 2023) are on supervised release, probation, or parole – are being supervised in Minnesota’s communities. By comparison, approximately 8,152 people are incarcerated in Minnesota’s prisons. This reflects Minnesota’s commitment to serving persons at the local level when possible and reserving prison beds for persons with the most serious sentence, or chronic reoffending.

Locally delivered programs are a significant part of the state’s correctional services. There are three systems that are responsible for persons under community supervision.

Currently, Chisago County delivers probation via the County Probation Officer’s (CPO) model (MN Stat. 244.19)

CPOs work at the pleasure of the county’s chief judge and are supervised by the county’s court services director. State law allows the DOC to reimburse a portion of salary and fringe benefits of the director and CPOs with funds appropriated by the state legislature. In these counties, those who committed a felony are supervised by the DOC, and CPOs supervise juvenile and most adult

misdemeanant offenses. There are currently 21 counties utilizing this method of correctional delivery.

The Community Corrections Act of 1973 (MN. Stat. 401) allows counties to provide all community supervision services in the county.

- Community Supervision is probation and supervised release
- CCA jurisdictions supervise adults and juveniles at **ALL**

OFFENSE LEVELS

County Community Corrections will provide services to the District Court in Juvenile Delinquency and Adult Criminal (Felony, Gross Misdemeanor, Misdemeanor and Pre-Trial offenses). Duties would include preparing investigative reports as ordered by the Court, field supervision and case management services.

CHISAGO COUNTY VISION

Multi-Disciplinary Teams

Operating across department lines on shared clients will best serve our clients, reduce costs over time, and enhance public safety.

Seamless Services

One community supervision department will ensure best practices, uniform approaches, and one stop for all clients in Chisago County.

Innovative Approaches

Domestic Violence Program, Drug Court Program, DWI/ISP Program, and other innovative approaches may be created and/or improved.

Enhanced Public Safety

On-call system for Law Enforcement, pre-trial services for higher risk clients, and research-driven policies and practices will all enhance public safety.

Evidence-Based Practices

Implementing practices supported by research will ensure clients are receiving an effective intervention while they are guided toward long-term behavior change.

BENEFITS OF CCA

- **Elimination of service duplication and redundancy will create great efficiencies in delivery of services**
- **Promotes coordinated county-wide planning, communication, and integrated services**
- **Local control over all fiscal, operational, and personnel functions**
- **Improves accountability to elected officials and county citizens**
- **A citizen advisory board ensures input and oversight on policy and practices.**
- **One Probation Department will eliminate confusion of clients, stakeholders, and the community**
- **Enhance Public Safety through consistency and continuity of supervision with Law Enforcement and the Court**
- **Provide programming for clients to build cognitive skills, reduce domestic violence, and support rehabilitative efforts**

[illegible]

- Attachment:**

- 314

Community Corrections Act (CCA) Probation Delivery System

CHISAGO COUNTY PROBATION DEPARTMENT

DIRECTOR MARK HENDRICKSON

SUPERVISOR JESS MOTT

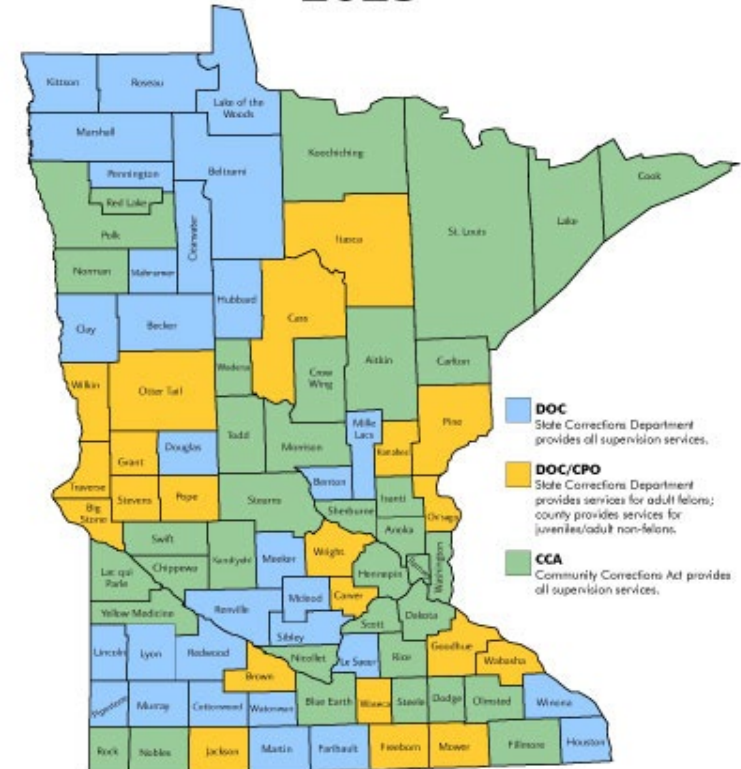
Our Mission

To provide the Chisago County District Court and the citizens of Chisago County with research-based practices designed to enhance public safety and promote client rehabilitation.



	County Probation (CPO) MN Stat. 244.19	Community Corrections (CCA) MN Stat. 401	Dept. of Corrections (DOC) MN Stat. 244.19
ADMINISTRATION	County Office by local Courts in collaboration with County Board and an Advisory Board per comprehensive plan approved by Department of Corrections. DOC by Commissioner of Corrections	By County Board and a Corrections Advisory Board per comprehensive plan approved by Department of Corrections.	By Commissioner of Corrections
FUNDING	Funding formula per Minnesota Statute 401.10	Funding formula per Minnesota Statute 401.10	Funding formula per Minnesota Statute 401.10. County reimburses the State for the total cost and expenses incurred, less Felony supervision, per Minnesota Statute 244.19, Subd. 5
SERVICES PROVIDED	County Office services determined by local Courts in collaboration with County Board. DOC services provided as approved by Commissioner of Corrections.	Determined by County Board and authorized in comprehensive plan.	As approved by Commissioner of Corrections.

- Approximately 96,817 people under Community Supervision (Pre-trial, Probation, Supervised Release)
- Approximately 7,511 people incarcerated
- Counties provide 83% of Community Supervision
- DOC provides 17% of Community Supervision
 - 36 CCA Counties
 - 21 CPO Counties
 - 30 DOC Counties



Chisago County Community Corrections Act

Vision

Multi-Disciplinary Teams:

Operating across department lines on shared clients will best serve our clients, reduce costs over time, and enhance public safety.

Seamless Services:

One community supervision department will ensure best practices, uniform approaches, and one stop for all clients in Chisago County.

Vision

Innovative Approaches:

Opportunity to advance our supervision with innovative approaches such as:

- * Domestic Violence Program
- * Drug Court Program
- * DWI Court Program
- * Intensive Supervision Program Advancements
- * Additional program creation to best fit the needs of our client base

Vision

Enhanced Public Safety:

On-call system for Law Enforcement, pre-trial services for higher risk clients, and research-driven policies and practices will all enhance public safety.

Evidence-Based Practices:

Implementing practices supported by research will ensure clients are receiving an effective intervention while they are guided toward long-term behavior change.

Benefits of CCA

-
- Elimination of service duplication and redundancy will create great efficiencies in delivery of services.
 - Promotes coordinated county-wide planning, communication, and integrated services.
 - Local control over all fiscal, operational, and personnel functions.
 - Improves accountability to elected officials and county citizens.

-
- A citizen advisory board ensures input and oversight on policy and practices.
 - One Probation Department will eliminate confusion of clients, stakeholders, and the community.
 - Enhance public safety through consistency and continuity of supervision with Law Enforcement and the Court.
 - Provide additional programming for clients to build cognitive skills, reduce domestic violence, and support rehabilitative efforts.

Transition Cost Estimates



STI data conversion
\$20,000



Remodeling \$50,000



Equipment/computers
\$15,000



Training \$5,000

Annual costs to switch to CCA (estimate)

Salary and benefits (5 Agents and 1 Administrative Support)	\$607,198
CSTS (additional cost)	\$3,244.00
Drug Testing supplies (additional cost)	\$15,000
Office supplies (additional costs)	\$2,000
Training (additional costs)	\$5,000
 TOTAL additional costs	 \$632,442
 TOTAL new funding allocation (actual)	 \$775,689

Questions?

THANK YOU FOR
YOUR TIME AND
CONSIDERATION.

Chisago County Probation



Chisago County Request for Board Action

Meeting Date: November 20, 2024	Item Number: 16
Title of Item for Consideration: Advertising 2025 Citizen Committee Vacancies	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The Board of Commissioners establishes committee assignments every year after posting the position on the County website and in the official County newspaper. <u>Board of Adjustment and Appeal</u> District 2 – 1/5/2025 – 1/4/2028 <u>Extension Committee</u> District 2 – 1/7/2025 – 1/4/2028 District 3 – 1/7/2025 – 1/4/2028 District 4 – 1/7/2025 – 1/4/2028 <u>HRA-EDA</u> District 2 – 1/7/2025 – 12/31/2030 <u>Park Board</u> District 2 – 1/7/2025 – 1/4/2028 District 5 – 1/7/2025 – 1/4/2028 <u>Planning Commission</u> District 4 – 1/1/2025 – 12/31/2027 At-Large – 1/1/2025 – 12/31/2027 At-Large – 1/1/2025 – 12/31/2027 <u>Water Plan Policy Team</u> 4 At-Large – 1/7/2025 – 1/4/2028 <u>One Watershed One Plan</u> 2 At-Large and 2 Alternate – 1/7/2025 – 12/31/2026 Attachment(s): • Advertisements Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve advertising for the Board of Adjustment and Appeal, Extension Committee, HRA-EDA, Park Board, Planning Commission, Water Plan Policy Team, and One Watershed One Plan. The following motion is suggested; <i>“Move to approve advertising for vacancies on the Board of Adjustment and Appeal,</i>	

Extension Committee, HRA-EDA, Park Board, Planning Commission, Water Plan Policy Team, and One Watershed One Plan.”

Implications of Action: If the motion is made, the County Board will approve advertising for the vacancies on the 2025 Citizen Committee Vacancies.

Budget/Financial Implications: None.

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

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Board of Adjustment and Appeal Seeks Applicants

The Chisago County Board of Commissioners seeks an applicant for appointment to the vacancy on the Chisago County Board of Adjustment. The position is a district specific appointment. The Board of Adjustment needs an applicant from Districts 2. The Board of Adjustment has the following powers with respect to the Chisago County Zoning Ordinance; to hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of the Zoning Ordinance, and hear requests for variances from the literal provisions of this Ordinance in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration.

Board members are appointed for a three year term. The appointment expires at the end of 2027. The meetings are held on the 4th Thursday of every month in Room 131 of the Chisago County Government Center at 7 pm. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received as soon as possible. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Park Board Seeks Applicants

The Chisago County Board of Commissioners seeks two (2) applicants for appointment to the vacancies on the Chisago County Park Board. The positions are district specific appointments. The Park Board needs applicants from Districts 2 and 5. The purpose of the Park Board is to coordinate the County Parks Program relative to federal, state, county, and local planning efforts in order to produce the highest level of facilities and improve communications to minimize duplication of efforts.

Board members are appointed for a three year term. The meetings are held on the 3rd Thursday of every month at 3:30 p.m. at the Chisago County Government. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received by January 7, 2025 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Extension Committee Seeks Applicants

The Chisago County Board of Commissioners seeks three (3) applicants for appointment to vacancies on the Chisago County Extension Committee. The positions are district specific appointments. The Extension Committee needs applicants from Districts 2, 3, and 4 appointment. The Extension Committee has three major areas of responsibility, as defined by the state statute:

1. **Program development and evaluation.** The committee develops an annual program of work in cooperation with the U of MN Extension Service. Assist in identifying county needs and matching or empowering county or regional staff in meeting those needs through education programming.
2. **Personnel.** The committee members often service on the search and interview committees to recommend suitable, qualified persons for Extension educator positions to the Extension dean and director of Extension. By state statute, Extension educators are U of MN employees. The committee also provides yearly input to the Extension Director or supervisor regarding Extension educator performance in development and delivery of the identified programs.
3. **Budget development.** The committee, working with Extension, prepares an annual budget of funds needed for the maintenance, support, and expenses of the county's Extension work and submits it to the County Board for approval.

Appointments are for a three-year term. The meetings are held on the 4th Tuesday every other month 7:00 p.m. at the Extension Office in North Branch located at: 38814 3rd Avenue, North Branch, MN 55056. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

Chisago County Housing and Redevelopment Authority – Economic Development Authority Seeks Applicants

The Chisago County Board of Commissioners seeks an applicant for appointment to a recent vacancy on the Chisago County Housing and Redevelopment Authority – Economic Development Authority. The position is a district specific appointment. The HRA-EDA needs an applicant from District #2. The purpose of the Housing and Redevelopment Authority – Economic Development Authority is to improve the commercial and industrial tax base within the county with an emphasis on assisting our existing businesses, and marketing the County for new business development opportunities and to promote and maintain a high quality of life in Chisago County by encouraging affordable housing development and private investment through a collaborative effort with local units of government and other interested organizations in Chisago County.

The District 2 appointment ends 12/31/2030. The meetings are held on the last Tuesday of every month, at 12 p.m. at the Housing and Redevelopment Authority-Economic Development Authority (HRA-EDA) Office in North Branch. Special meetings are also called if the need arises.

Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to www.chisagocounty.us. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, www.chisagocounty.us.

Chisago County Planning Commission Seeks Applicants

The Chisago County Board of Commissioners seeks three (3) applicants for appointments to soon to be vacant appointments on the Chisago County Planning Commission. The Planning Commission needs a District 4 appointment and two at-large appointments. The Planning Commission's purpose is to promote the proper planning and development of Chisago County. The Planning Commission is established pursuant to Minnesota State Statute 394 and has the following duties and responsibilities:

This Board shall have the following powers with respect to the Chisago County Zoning and Subdivision Ordinance:

1. To adopt rules for the transaction of its business and shall keep public record of its transactions, findings, and recommendation.
2. To cooperate with the Zoning Administrator and other employees of the County in preparing and recommending to the Board for adoption, comprehensive plans and recommendations for plan execution in the form of official controls and other measures, and amendments thereto.
3. To provide assistance to the County Board and Zoning Administrator in the administration of the zoning and subdivision ordinances and shall review, hold public hearings and make recommendation to the County Board.
4. Such other duties as the County Board may request or prescribe.

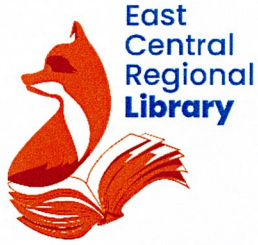
Appoints are for three-year terms. The meetings are held on the 1st Thursday of every month at 7:00 p.m. in Room 131 of the Chisago County Government Center. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received by January 7, 2025 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Water Plan Policy Team Seeks Applicant

The Chisago County Board of Commissioners seeks four (4) applicants for appointment to recent vacancies on the Chisago County Water Plan Policy Team. The positions are at-large appointments, which will end 1/7/2028. The purpose of the Chisago County Water Plan Policy Team is to advise the County's Local Water Resource Manager on implementation of the goals, objectives and action items contained in the County Water Plan. They oversee funding decisions to accomplish projects that protect the water quality of the county. They also actively participate in projects undertaken through the Water Plan, such as the 5-year update, well water testing events and the Chisago County Children's Water Festival.

Members are appointed to 3-year terms by the County Board of Commissioners. The meetings are held 3:00 p.m. at the Chisago County Government Center on the 2nd Monday in the months of January, March, May, July, September, and November. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>. The Board requests that Applications for Appointment be received by January 7, 2025 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.



East Central Regional Library
111 Dellwood Street North, Cambridge, MN 55008
Phone: 763-689-7390 | Fax: 763-645-1447
Strengthen. Connect. Support | www.ecrlib.org

November 6, 2024

Chisago County Government Center
Chase Burnham, County Administrator
313 N Main St
Center City, MN 55012

RE: East Central Regional Library Board Appointment

Our records indicate that the ECRL Board term Jim Swenson is serving ends on January 1, 2025. He is eligible for reappointment.

ECRL Bylaws, Article 3, Section 2 Term of Office:

The term of office shall be three years. No trustee shall serve more than three full consecutive terms. This does not include partial terms filled after someone resigns before the term is completed. A former board member can be reappointed after a lapse of one year.

For our records, please confirm his reappointment or advise us of his replacement at your earliest convenience.

Sincerely,

Carla Lydon
Executive Director

Six Counties, One Library

Aitkin | Chisago | Isanti | Kanabec | Mille Lacs | Pine

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 17
Title of Item for Consideration: TriMin System Service Agreement for 2024	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of TriMin Services Agreement dated January 1, 2024 through December 31, 2024.	
Background: TriMin Systems, Inc. provides computer programming and technical assistance for the maintenance and support of the Chisago County Health and Human Services Accounting Department's accounting software system.	
Attachment(s): TriMin System Service Agreement for 2025	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the TriMin System Service Agreement for 2025. The suggested motion is as follows:	
<i>“Move to approve the TriMin System Service Agreement for 2025.”</i>	
Implications of Action: Approval will allow TriMin Systems, Inc. to provide programming and technical assistance for the Health & Human Services Accounting Department's accounting software system.	
Budget/Financial Implications: Budgeted levy dollars of \$3,400.00.	
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 _____

ACS / SWS Support Services Agreement for 2025

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

Chisago County (MN)

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between Chisago County (MN), hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
 2. New staff orientation/overview training, as scheduled
 3. Bug Fixes, as needed
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 13, 2025.

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing): \$1,700**

☒ **Annual Support for SWS, paid as one-time charge (one billing): \$1,700**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$190 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Erin Hultgren, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2025, to December 31, 2025, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

Accepted and Agreed for:

County: Chisago County

Signed By: _____

Name: Robert Benson

Title: Health and Human Services Director

Date: _____

Accepted and Agreed for:

TriMin Systems, Inc.:

Signed By: _____

Name: Erin Hultgren

Title: Director of Government Solutions

Date: _____

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 18
Title of Item for Consideration: Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Isanti County Health and Human Services as the Fiscal Host is the Contracting Entity for the Counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine and are all members of Region 7E Adult Mental Health Initiative. The members of Region 7E have identified certain populations who are in need of: - Family Preservation - Education/Resources - Related Mental Health services The annual allocation of \$114,880.00 is utilized towards services that meet Chisago County's payments for services. Attachment(s): - AMHI and Chisago County contract - Brass code attachment A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract. The suggested motion is as follows: <i>“Move to approve the Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract.”</i>	
Implications of Action: Approval of this contract will allow Chisago County Health & Human Services to ensure that any expenses paid by and for AMHI are within compliance of the approved brass codes outlined in Attachment A. Budget/Financial Implications: Funded by grant dollars Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Contract between Isanti County Health and Human Services

Acting as Fiscal Host for the Adult Mental Health Initiative and Chisago County

This is an Agreement between Isanti County Health and Human Services as the Fiscal Host, hereafter referred to as the "COUNTY", as the contracting entity for the Counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine, members of the Region 7E Adult Mental Health Initiative Board, hereafter referred to as "REGION 7E", and Chisago County Health and Human Services hereafter referred to as "CONTRACTOR," entered into and agreed upon for the period January 1, 2025 to December 31, 2025.

WHEREAS, pursuant to Minnesota Statute 402.02, subd. 1, Region 7E has identified a certain population who are in need of mental health services; and

WHEREAS, Minnesota Statute 245.461 through 245.486 establish the Minnesota Comprehensive Adult Mental Health Act; and

WHEREAS, the CONTRACTOR represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, pursuant to Minnesota Statute Chapter 402, the COUNTY wished to purchase such services from the CONTRACTOR; and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the COUNTY and the CONTRACTOR agree as follows:

I. SERVICES TO BE PROVIDED

- A. ATTACHMENT A is incorporated hereinafter and outlines approved BRASS codes and BRASS codes that require SEAGR unit reporting.
- B. The CONTRACTOR shall, at their discretion, administer the utilization of the AMHI funding allocated. The CONTRACTOR agrees to ensure all AMHI expenses are within approved BRASS codes as outlined in ATTACHMENT A and have adequate supporting documentation to justify the expense.
- C. The CONTRACTOR agrees to track and provide SEAGR units for applicable BRASS codes. SEAGR units will be reported on any and all invoices submitted to the COUNTY.
- D. The CONTRACTOR will provide supporting documentation, upon request by the COUNTY, for any invoice submitted.

II. COMMUNITY MENTAL HEALTH REPORTING SYSTEM

The CONTRACTOR agrees to report to the Minnesota Department of Human Services (DHS), the COUNTY, and/or REGION 7E according to specifications of the Mental Health Information System (MHIS), and according to other specifications of DHS, COUNTY, or REGION 7E.

III. PAYMENT FOR SERVICES

- A. Invoices shall be submitted to the person designated by REGION 7E by the 10th of each month following the month of service. The Contract shall be fully signed prior to payment for services. Payment for services shall be made directly to the CONTRACTOR within 35 days of receipt of an invoice. The final invoice for 2025 shall be estimated and received by the designated person no later than noon on Wednesday, December 3rd, 2025. Because this is cash basis grant funding, no

additional funds will be available if the cost of services covered by the last invoice of the year is underestimated.

- B. The allocated amount for Chisago County is not to exceed \$114,880.00.
- C. The CONTRACTOR understands that the allocated amount may be reduced if the CONTRACTOR is underspending or not performing up to needs and expectations of REGION 7E. Invoices will be reviewed monthly and based upon billing history, may be reallocated during a quarterly reconciliation process resulting in a contract amendment that may increase or decrease the amount of the contract. These funds may be reallocated and moved within the Region 7E programs under the direction of the Region 7E Governing Board generally following mandated and priority services established by the REGION 7E and DHS.

IV. INDEMNIFICATION AND INSURANCE

- A. The CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all times during the term of this Contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The CONTRACTOR must provide a current certificate of insurance to the COUNTY prior to the contract being executed.
- B. Insurance
 - 1) Commercial General Liability Insurance
 - a. \$500,000 per claimant/\$1,500,000 per occurrence/\$1,500,000 annual aggregate.
 - 2) Automobile Insurance (If vehicles are used to conduct this Contract)
 - a. Coverage shall be provided for hired, non-owned and owned auto.
 - b. Minimum limits: \$500,000 per claimant/\$1,500,000 occurrence/\$1,500,000 annual aggregate.
- C. Worker's Compensation and Employer's Liability as required by Minnesota Law.
- D. Professional Liability/Errors and Omissions Coverage
 - 1) Per Claim Limit: \$1,500,000
 - 2) Per Person: \$500,000
- E. Bonding: The CONTRACTOR will be required to always maintain, during the terms of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract.
- F. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice to the COUNTY.
- G. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.

V. COMPLIANCE WITH LAWS/STANDARDS

- A. The CONTRACTOR shall maintain in good standing all professional credentials necessary to provide the services contemplated and set forth herein.
- B. The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the CONTRACTOR is responsible.
 - 1. By signing this Contract, the CONTRACTOR certifies that it and its principals and its employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or County; and have not within a three-year period preceding this Contract:
 - a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) violated any federal or state antitrust statutes; or
 - c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction;
 - b) violating any federal or state antitrust statutes; or
 - c) committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any sub-Contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- D. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

VI. CONDITIONS OF CONTRACTORS OBLIGATION

- A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers within thirty (30) days after occurrence.
- B. It is understood and agreed that in the event the funding to the COUNTY from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within 10 days, notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.
- D. Either party may cancel this Contract with or without cause upon ninety (90) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to the Division Leader, Isanti County Health and Human Services, Oakview Office Complex, 1700 East Rum River Drive South, Suite A, Cambridge, MN 55008.
- E. Before the termination date of this Contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this Contract.
- F. The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have reduced to writing, duly signed, and attached to the original of this Contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the COUNTY may terminate this Contract after notice has been provided to the CONTRACTOR's designated agent.

VII. INDEPENDENT CONTRACTOR

- A. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.

- B. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.
- C. The CONTRACTOR utilizes independent Sub-Contractors and neither the position nor the work of the Sub-Contractor shall cause the CONTRACTOR or Sub-Contractor to be construed as an employee of the COUNTY in any way. The CONTRACTOR and Sub- Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services within the scope of approved policy/procedure.
- D. With regard to any subcontractors so retained by the CONTRACTOR, the CONTRACTOR shall be responsible for the Sub-Contractor performance under this Contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes 471.425, Subd. 4a.

VIII. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

IX. RECORDS-AVAILABILITY AND RETENTION

- A. Pursuant to Minnesota Statute § 16C.05 subd. 5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Contract.
- B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.
- C. The CONTRACTOR will maintain client and placement records according to business standard practices.

X. CONTRACTOR AUDIT AND RECORD DISCLOSURES

- A. At the end of each calendar year covered by this Contract, the CONTRACTOR will

provide a financial review of program expenditures.

- B. Maintain all records pertaining to this Contract at the address of CONTRACTOR for six (6) years for audit purpose.

XI. CONTRACTOR QUALIFICATIONS AND TRAINING

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to hire in accordance with Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.
- F. THE CONTRACTOR will ensure all personnel are trained in the Vulnerable Adult Act, know Region 7E Common Entry Points, and follow Minnesota Statutes 626.557 requirements.
- G. The CONTRACTOR will ensure all personnel are trained in the Maltreatment of Minors Act and follow Minnesota Statutes 626.557 reporting requirements.

XII. NONDISCRIMINATION

During the performance of this Contract, the CONTRACTOR agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal or state laws.

XIII. REPRESENTATIVES

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative

shall have only the authority specifically or generally granted by the County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

COUNTY Designee Amanda Stevenson, Region 7E AMHI Planner
Health and Human Services Division
Oakview Office Complex
1700 East Rum River Drive South, Suite A
Cambridge, MN 55008
763-689-8166

CONTRACTOR Designee Robert Benson, Director
Chisago County Health and Human Services
313 N. Main Street,
Center City, MN 55012
651-213-5600

XIV. MODIFICATIONS

Any alterations, variations, modifications, or waivers of provisions of this Contract must be valid only when they have been reduced in writing, duly signed, and attached to the original of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided in the agreement will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the Contract, unless this is approved in writing by the COUNTY. Such approval must be considered a modification of this Contract.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this Contract, effective January 1, 2025, certifies that the appropriate persons have executed the Contract, as required by applicable articles, by-laws, resolutions and ordinance.

APPROVED FOR FORM and FUNCTION:

BY: _____
Isanti County Attorney

DATE:

Jane Ratt

BY: _____ 11/13/2024

Chisago County Attorney

DATE:

COUNTY OF ISANTI, STATE OF MINNESOTA

BY: _____

Chairperson of the Isanti County Board

DATE:

DIVISION LEADER: ISANTI COUNTY HHS DIVISION

BY: _____

Isanti County HHS Division Leader

DATE:

ATTESTED TO

BY: _____

Isanti County Administrator

DATE:

ATTESTED TO

BY: _____

Chisago County Administrator

DATE:

COUNTY OF CHISAGO, STATE OF MINNESOTA

BY: _____

Chairperson of the Chisago County Board

DATE:

CONTRACTOR

BY: _____

Chisago County HHS Director

DATE:

Chisago County Request For Board Action

Meeting Date: November 20, 2024		Item Number: 19	
Title of Item for Consideration: Professional/Technical Services Contract with Amy Anderson, M.D.			
Action Requested by: Robert Benson, Director		Department: Health and Human Services	
Previous Action on this Matter: Approval of a contract for medical consultant services dated January 1, 2024 through December 31, 2024.			
Background: Chisago County Health & Human Services has contracted with Dr. Amy Anderson medical consultant services. Consultation services include collaboration with area physicians, assisting in the development and maintenance of community health programs, promoting community health services, medical consultation and direction.			
Attachment(s): Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract with Amy Anderson, M.D. The suggested motion is as follows:			
“Move to approve the Professional/Technical Services Contract with Amy Anderson, M.D.”			
Implications of Action: Approval of this contract will ensure continued medical consultation for Chisago County Public Health Services.			
Budget/Financial Implications: Budgeted, levy dollars.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.			
Administrator’s Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
AMY ANDERSON, M.D. and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the Chisago County Community Health Board, 313 North Main, Center City, MN 55102 (hereinafter County), and Amy Anderson, M.D., 11725 Stinson, Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 145A.04, is empowered to procure from time to time certain professional/technical services for the development and maintenance of an integrated system of community health services, and

WHEREAS, County is in need of professional/technical services, specifically medical consultation and direction with a practicing licensed physician, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and that he holds a license to practice medicine, issued by the Minnesota Board of Medical Examiners. In the event that such license should expire, or be cancelled or revoked, CONTRACTOR agrees to promptly inform the County of such event,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2025 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 31, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTORS DUTIES AND RESPONSIBILITIES.**

The CONTRACTOR shall make every reasonable effort to make himself available to the County in order to provide the following services:

- A. The CONTRACTOR shall provide responsible medical consultation and direction to the County.
- B. The CONTRACTOR shall promote Community Health Services programs and their development.
- C. The CONTRACTOR shall consult with and assist the County and its Advisory Committee in the identification and development of the medical aspects of Community Health Services and programs.
- D. The CONTRACTOR shall assist in the development and maintenance of standards in the medical aspects of Community Health Services and its programs.
- E. The CONTRACTOR shall maintain a liaison with other area physicians.

- F. The CONTRACTOR shall provide consultation relating to screening activities, immunizations, technical procedures and disaster preparedness.

III. **NO MINIMUM REQUIREMENT.**

It is understood and agreed by the parties that the County assumes no obligation to purchase all of its requirements for medical consultation services, as defined by the terms of this Agreement, from CONTRACTOR; nor does the County assume any obligation to purchase any minimum amount of said medical consultation from CONTRACTOR.

IV. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
Compensation of Seventy-five dollars [\$75.00] per hour.

- B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 10 days following the month in which services were provided. For all services provided, the invoice shall indicate the number of hours worked during the course of the month, the dates on which such hours were worked and the nature of the service provided. Payment shall be made within 35 days of receipt of the invoice.

- V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- A. County's authorized representative for the purpose of administration of this contract is:

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5684
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5664

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Amy Anderson, M.D.
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Address: 11725 Stinson, Chisago City, MN 55013
Telephone: 651-257-8499
E-Mail: amy.anderson@fairview.org
Fax: 651-257-8833

VI. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- C. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VII. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VIII. **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.

IX. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

X. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or

CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

XI. **INSURANCE.**

Auto Insurance. Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including hired and Non-owned.

XII. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XIII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIV. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright

Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XVI. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XIX. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: X, Liability; XII, Publicity; XIII, Government Data Practices Act; XIV, Ownership of Materials and Intellectual Property Rights; XVI, Jurisdiction and Venue; and XVII, State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. CONTRACTOR: Amy Anderson, M.D.

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

Signed:
Title: Amy Anderson, M.D.
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Marlys Dunne Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed: 
Title: Janet Reiter, Chisago County Attorney
Date: 11/14/2024

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Amy Anderson, M.D. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
 - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
 - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
 - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
 - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
 - (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
 - (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
 - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
 - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
 - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
 - (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
 - (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.
4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
 - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
 - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.
5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.
6. **Term and Termination.**
- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
 - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.
- 7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
- 8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
- 9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 20
Title of Item for Consideration: Professional/Technical Services Contract between Lakes Center for Youth and Families	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services would like to contract with Lakes Center for Youth and Families. Lakes Center for Youth and Families will provide post COVID evaluation and support to general student population and identified at risk youth for truancy prevention. Attachment(s): Professional/Technical Services Contract between Lakes Center for Youth and Families	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Lakes Center for Youth and Families. The suggested motion is as follows: <i>“Move to approve the Professional/Technical Services Contract between Lakes Center for Youth and Families.”</i>	
Implications of Action: Approval of this contract will ensure that the student population, families and at risk youth are properly identified and supported for post covid evaluations.	
Budget/Financial Implications: The funds used will be from the Public Health Federal Vaccine Grant.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Lakes Center for Youth and Families and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Lakes Center for Youth and Families, (200 4th St SW, Forest Lake, MN 55025) an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time-to-time certain professional/technical services, and

WHEREAS, Chisago County Health and Human Services is in need of professional/technical services, to provide post COVID evaluation and support to general student population and identified at risk youth for truancy prevention. Evaluation of family supports and needs that may be causing educational barriers will be assessed. Resources and support will be provided to support family and student needs.

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on December 31st 2024 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 31st 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **PARTIES DUTIES.**

The PARTIES will: This work is being hosted on behalf of the CCCC and HHS. Through the collaboration the Education Engagement Coach will provide coaching and support to families who have been identified as at-risk for truancy and/or education neglect. Specifically, services will be readily accessible to families (i.e., no evaluation process; limited 'red tape') and will be focused on identifying and removing barriers to education engagement (i.e., school attendance) and prioritizing needs of the family systems such as providing mental health resources, food security, and school access barriers.

A. **CONTRACTOR DUTIES:**

1. **Coaching Families**

- a. Provide evidence-based services to improve family/student engagement and improve attendance rates.
- b. Conduct screenings/assessments to identify barriers associated with education engagement/school attendance unique to each family.
- c. Create goals tailored to meet the needs/priorities set forth by each family.
- d. Provide parent education on targeted topics related to identified barriers/needs.

- e. Conduct home visits, as needed, to help support identified needs and goals.
- f. Provide interim service while connecting family to other resources and providers, as needed.

2. Service Coordination

- a. Have knowledge of local and state resources to help support and guide families through the mental health system and to appropriate resources.
- b. Attend meetings and collaborate with other professionals in Chisago County on shared families.
- c. Consult with local agencies on mental health topics related to truancy and school refusal.
- d. Attend and participate in meetings with school teams, Chisago County HHS partners and other identified community partners:
 - i. Support system-wide school engagement improvements.
 - ii. Identify students who are at-risk.
 - iii. Review pre-engagement survey data with leadership to determine focused strategies aimed at increasing overall youth/family engagement.
 - iv. Conduct post-engagement survey for program evaluation.
 - v. Will collect pre-implementation data and post-implementation data with individuals/families served and share aggregated data with collaborative/CCPH.
 - vi. Case consult with team to determine appropriate referral/options for individual/family needs as needed.

3. Service Promotion

- a. Attend meetings and other community events to promote the services provided by the education engagement coach and provide information about the referral process.

B. COUNTY DUTIES:

- 1. County will provide project oversight.
- 2. County will provide paper, printing, and postage when applicable for program projects.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

- 1. The total obligation of the County for all compensation and reimbursement to the Contractor shall not exceed: seventy-five thousand dollars [\$75,000] for the term of this contract.
- 2. Compensation payable as follows:
 - a. Monthly reimbursement payable within 20 days of submitting a monthly invoice with total hours to the CHS Administrator.
 - b. Contractor will submit an invoice along with monthly reports to the CHS Administrator that includes hours worked in outlined contractor duties, summary of services provided, number of visits and clients served and other mutually agreed upon data. Contractor will submit success story by December 15th 2025.

- B. Terms of Payment.

- 1. Invoices are due by the 15th of the following month.
- 2. The final invoice shall be submitted by January 15th 2026 . The monthly report for December 2025 can be submitted January 15th, 2026.

3. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule, or regulation.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- A. County's authorized representative for the purpose of administration of this contract is:

Name: Courtney Wehrenberg
Address: 6133 402nd St., North Branch, MN 55056
Telephone: (651) 213-5215
E-Mail: Courtney.Wehrenberg@Chisagocounty.us
Fax: (651) 213-5401

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Jamie Prettner
Address: 200 4th St. SW Forest Lake, MN 55025
Telephone: 651-464-3685
E-Mail: Jamie.Prettner@lc4yf.org

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County or Contractor at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.
- C. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- D. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time

of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

E. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

- VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.
- VII. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS/STANDARDS**. The Contractor shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein. The parties shall comply with all federal, state, and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance, and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- IX. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives, and employees harmless from any, and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.
- X. **INSURANCE**.
- A. *Workers' Compensation*. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance*. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are \$500,000 per claim and \$1,500,000 per occurrence/annual aggregate.

- C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,000,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.
- E. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used, or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used, or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title, and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees, or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the

CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the CONTRACTOR’S obligations under this contract without the prior written consent of County’s authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR’S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and, all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments, and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or County’s opinion is likely to arise, the CONTRACTOR shall, at County’s discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any, and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. INDEPENDENT CONTRACTOR:

- A. The Contractor is an independent contractor and neither the position nor the work of the Contractor shall cause the Contractor to be construed as an employee in any way. The contractor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services.
- B. The Contractor acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.
- C. The Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA or otherwise will be made from the payments due and that it is the Contractor's sole obligation to comply with the applicable provision of all Federal and State laws.

XIX. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation, or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

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

Signed:
Title:
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Marlys Dunne, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 21
Title of Item for Consideration: Minnesota Department of Health Local Public Health Grant Agreement thru 2029	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of Minnesota Department of Health Local Public Health Grant Agreement thru 2024.	
Background: The Chisago County Community Health Board is awarded \$348,773.00 to be used in partnership with the State to address the areas of public health responsibility and essential public health services defined in MN Statute 145A. The following are some of these services: - Monitor health status and mobilize community partnerships to identify and solve community health problems - Inform, educate and empower people about health issues - Enforce laws and regulations designed to protect health and ensure safety - Assure the provision of healthcare when otherwise unavailable - Evaluate effectiveness, accessibility and quality of health services - Research for new insights and innovative solutions to health problems Attachment(s): - Minnesota Department of Health Local Public Health Grant Agreement thru 2029	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Local Public Health Grant Agreement. The suggested motion is as follows: “Move to approve the Minnesota Department of Health Local Public Health Grant Agreement.”	
Implications of Action: Approval will allow Chisago County Health & Human Services, Public Health Division, to receive funds from the Minnesota Department of Health to ensure that essential public health services required by state statute are provided to residents of Chisago County. Budget/Financial Implications: Budgeted county levy dollars are used to meet the 75 percent match requirement in order to utilize the state grant award dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Minnesota Department of Health

Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

Attachment: Grant Project Agreement

Contact for MDH: DeeAnn Finley, deeann.finley@state.mn.us, 651-201-4551

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB: Chisago County Community Health Board	SWIFT Contract Number: 168358	MDH Program Name: Community Health Division
SWIFT Vendor Name: CHISAGO COUNTY TREASURER	Effective Date: January 1, 2025, OR the date all signatures are collected, and the agreement is fully executed, whichever is later.	Total State Grant Funds
SWIFT Vendor Number: 0000197284	Expiration Date: December 31, 2029	Local Public Health Grant: \$178,789.00
SWIFT Vendor Location Code: 001		Foundational Public Health Responsibilities Grant: \$169,984.00
		Total Grant Funds (<i>all funds</i>): \$348,773.00

Grant Project Agreement

This grant project agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“MDH”) and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, 313 N. Main St., Rm 239, Center City, MN 55012 (“Grantee”).

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and [145A.131](#) provides funds to community health boards for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant.
2. MDH and Grantee have entered into Master Grant Agreement number 12-700-00064 (“Master Grant Agreement”) effective January 1, 2025, or subsequent Master Grant Agreements, amendments, and supplements thereto;
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to [Minn. Stat. § 16B.98](#), subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Agreement

All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1 *Effective date*

January 1, 2025, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5(a), whichever is later. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant agreement being fully executed.

2.2 *Expiration date*

December 31, 2029, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

3. Activities

3.1 ***MDH's Activities***

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 ***Grantee's Activities***

Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. Award and Payment

MDH will award funds to Grantee for activities performed in accordance with this grant project agreement.

4.1 ***Grant Award***

Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.2 ***Budget Modifications***

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3 ***Total Obligation***

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed the amount specified in the Grantee's annual award letter from the amount specified in the Grantee's annual award letter from MDH.

4.4 ***Terms of Payment***

4.4.1. ***Invoices***

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant project agreement.

4.4.2. ***Matching Requirements***

A Grantee that receives a Local Public Health Grant shall provide at least a 75 percent match for the state funds received through the Local Public Health Grant.

A Grantee that receives the Foundational Public Health Responsibilities Grant shall provide at least a 75 percent match for the state funds received through the Foundational Public Health Responsibilities Grant.

The allowable sources for the match for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant are outlined in MN Statute 145A.131. Different funding must be used for the match for each grant.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act ([Minn. Stat. ch. 363A](#)) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1 MDH's Authorized Representative

MDH's Authorized Representative for purposes of administering this grant project agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

7. Ownership of Equipment and Supplies

7.1 Equipment

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant

agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

7.2 *Supplies*

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

8. *Publicity*

Any publicity given to the program, publications, or activities performed from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative.

9. *Clerical Error*

Notwithstanding the Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

10. *Incentives*

When included in the approved Work Plan or Budget, the following language applies.

10.1 *Handling of Incentives*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

10.2 *Separation of duties*

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

10.3 *Distribution of Incentives*

Incentives may only be used for approved purposes by MDH.

- a) Only one incentive can be given to an individual per occurrence/event.

- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

10.4 ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives purchased;
- b) Description of the incentives;
- c) Quantity of incentive(s) distributed to each participant;
- d) The last four digits of any pre-paid card number;
- e) Value/amount;
- f) A unique non-identifiable data point for each participant (e.g. case number, file number);
- g) Date participant received incentive(s); and
- h) Signature of Grantee staff member providing incentive(s) to participant(s).

10.5 ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

10.6 ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

10.7 *Lost or stolen incentives*

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

10.8 *Invoicing*

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

10.9 *Failure to Comply*

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

11. Termination

11.1 *Termination by MDH or Grantee*

MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

11.2 *Termination for Cause*

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

11.3 *Termination for Insufficient Funding*

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

11.4 ***Termination by Commissioner of Administration***

The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee’s Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Local Public Health Grant Activities/Scope of Work:

The purpose of these funds and matching funds (as required in [MN Statute 145A.131](#)) is to work in partnership with MDH to address the areas of public health responsibility, foundational public health responsibilities, and essential public health services as defined in [MN Statute 145A](#).

The grantee shall:

1. Meet all of the requirements and perform all of the duties described in MN Statutes 145A.03 and 145A.04, to maintain eligibility to receive the local public health grant.
2. At least every five years, conduct a comprehensive community health assessment on community health needs and assets upon which the local public health priorities and issues are established.
3. Seek input from the community and the Community Health Board on the identification of local public health priorities and issues.
4. At least every five years, submit the health priorities identified from the community health assessment and a community health improvement plan to the MDH (MN Statute 145.04, subd. 1a). Submitting health priorities is a proxy for submitting the community health assessment.
5. Use standards and/or evidence-based practices for programs or activities in carrying out public health programs or activities where those standards or evidence-based practices exist.
6. Consider community input and recommendations of the Community Health Board to determine the mechanisms to address local public health priorities and achieve the statewide local public health objectives.
7. Consider the essential public health services and foundational public health responsibilities (MN Statutes 145A) in determining the mechanisms to address local public health priorities and achieve statewide local public health objectives.
8. Implement a performance management process to achieve desired outcomes.
9. Report annually to MDH on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures.
10. Use [the Minnesota Infectious Disease Operations Guide](#), as adopted by the State Community Health Services Advisory Committee (SCHSAC), as the foundation for providing resources and services in keeping with its responsibilities as set forth in the operations guide.
11. As requested, submit documentation to MDH assuring that Grantee duties, responsibilities and related community health board work have been reviewed with the Community Health Board. The document should be signed by the Chair of the Community Health Board and the Community Health Services Administrator.

12. Provide MDH with required reports and information within the timeline and guidance provided by MDH.
13. If the Grantee decides to enter into subcontracts for greater than \$5000, the contract should not be executed or otherwise entered into until approval from MDH has been received from the MDH Authorized Representative.
14. Maintain records of the following materials for review:
 - a. When applicable, copies of the Joint Powers Agreement forming the Community Health Board.
 - b. Any delegation agreements as referenced in Minnesota Statute, 145A.
 - c. When applicable, agreements establishing a Human Services Board under Minnesota Statutes, 402.
 - d. Organization chart of the Community Health Board structure that identifies major program activities and lines of authority and accountability.
 - e. A list of all city/county local ordinances or other local regulations related to community health services revised within the past two years.
 - f. Copies of all public meeting notices and minutes, including Community Health Board notices and minutes.
 - g. Summary of public comments or testimony on the local public health priorities and/or mechanisms to address the priorities and achieve statewide outcomes.
 - h. Copies of contracts/purchase of service agreements with other organizations.
15. Notify MDH six months prior to any final board action on major governance or organizational structural changes within the Community Health Board or its member counties. This notification requirement is in addition to the withdrawal notification requirement outlined in Minnesota Statutes, 145A.
16. Provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
17. Assure that this funding is managed as a unique funding source from the Foundational Public Health Responsibilities Grant.
18. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

FPHR Funding Grantee's Activities/Scope of Work:

The purpose of this funding is to support the implementation of Foundational Public Health Responsibilities by community health boards (grantees) as outlined in [MN Statute 145A.131](#). The Foundational Public Health Responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and areas that must be available in every community. Grantees are required to match the foundational public health responsibilities funding with allowable sources as outlined in MN Statute 145A.131. More details on the Foundational

Public Health Responsibilities and examples of the work supported by these funds can be found on the MDH website: [Funding for Foundational Public Health Responsibilities](#).

1. This funding must be used to fulfill foundational public health responsibilities as defined by the Commissioner in consultation with the State Community Health Service Advisory Committee. Grantees cannot use these funds for non-foundational public health responsibilities until the Grantee can demonstrate the ability to achieve and maintain implementation of foundational public health responsibilities.
2. If the Grantee believes they have fully met and are able to maintain all foundational public health responsibilities, the Grantee may work with the MDH to explore the use of the funding for community-specific services identified through the community health assessment and community health improvement planning process.
3. Annually or on the timeline determined by the MDH, the Grantee shall complete, and update as necessary, a workplan and proposed activities in REDCap or its successor application. This workplan will assure compliance with funding requirements and make connections with other grantees. The workplan and any subsequent changes made to the workplan must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
4. The Grantee will not be reimbursed for allowable expenses until the workplan and budget are approved by MDH.
5. Grantee shall implement activities to carry out foundational public health responsibilities in accordance with the definitions outlined on the [Funding for Foundational Public Health Responsibilities](#) website and *Foundational Public Health Responsibilities Grant Expenditure Guide*.
6. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
7. Grantee shall assure that this funding is managed as a unique funding source from the Local Public Health Grant.
8. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

Exhibit B – Grantee’s Budget

Local Public Health Grant:

- No budget is required for the Local Public Health Grant
- The Grantee will be paid according to the amount determined annually for the Grantee’s portion of the total Local Public Health Grant allocation from MDH.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Foundational Public Health Responsibilities Grant:

- Annually or on the timeline determined by the MDH, the Grantee shall complete a proposed budget in REDCap or its successor application by the date provided to them by MDH. Any revisions made to the budget must be made in REDCap or its successor application. The budget and any subsequent changes made to the budget must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
- The grantee will be paid according to the amount determined annually for the Grantee’s portion of the total Foundational Public Health Responsibilities Grant allocation from MDH and in compliance with the approved budget.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Grantee’s Indirect Cost Rate for this Grant Agreement:

- Indirect costs are allowed for both the Local Public Health Grant and the Foundational Public Health Responsibilities Grant at the indirect costs rate provided annually to MDH.

Chisago County Request For Board Action

Meeting Date: November 20, 2024	Item Number: 22
Title of Item for Consideration: Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement	
Action Requested by: Chase Burnham, County Administrator	Department: County Administrator
Previous Action on this Matter: None.	
Background: Honeywell Building Automation provides flex automation services, flex mechanical maintenance services to the Chisago County Facilities. The Contract is for July 1, 2024 to June 30th 2026. Attachment(s): - SERVICE AGREEMENT – HVAC Mechanical Maintenance - Addendum	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement. The suggested motion is as follows: <i>“Move to approve the Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement.”</i>	
Implications of Action: By approving the Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement the County can maintain the HVAC systems in each County facility. Budget/Financial Implications: \$35,748.30, All budgeted, in the 111 budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Honeywell Building Solutions

SERVICE AGREEMENT – HVAC Mechanical Maintenance

Proposal Name: Chisago County Mechanical Maintenance

Date: June 4th, 2024

Agreement Number: 40200817

(PROVIDER)

Honeywell Building Automation
1985 Douglas Dr. N,
Golden Valley, MN 55422

(CUSTOMER)

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

Service Location Name: Service Chisago County Buildings
Location Address: See Equipment for locations

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as “HBS”, “Honeywell” or “Honeywell Building Solutions”), shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| ☐ Preferred Temperature Control Services | ☐ Site Services |
| ☐ Flex Temperature Control Services | ☐ Honeywell Energy Analysis Reporting |
| ☒ Flex Automation Services | ☐ Air Filter Services |
| ☐ Preferred Fire Alarm Maintenance Services | ☐ Water Treatment Services |
| ☐ ServiceNet™ Remote Monitoring and Control Services | ☐ Critical Parts Stocking |
| ☐ EBI Services & Support | ☐ Service Management Software |
| ☒ Flex Mechanical Maintenance Services | ☐ FM Worksite |
| ☐ 1 EBI Software Upgrade to R700 | |

Contract Term: 3 Years with additional 2 year option

Contract Starting / End Date: July 1, 2024 to June 30th 2026 | July 1, '26 to June 30, 2028

Price for Year 1: \$35,748.30 plus applicable taxes

Price for Year 2: \$35,748.30 plus applicable taxes

Price for Year 3: \$35,748.30 plus applicable taxes

Price for Year 4: \$40,546.62 plus applicable taxes

Price for Year 5: \$40,546.62 plus applicable taxes

Payment Terms: Quarterly in advance

✓ Sales Tax will be invoiced separately

Use Tax is included in the Price

This sale is tax exempt

Submitted by HBS: (signature)

Rob Buchholz

Name:

Rob Buchholz

Title:

Account Executive

Date:

June 4th, 2024

This proposal is valid for 90 days.

Acceptance: This proposal and the pages attached shall become an Agreement and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Automation – Services
business unit

[Chisago County]

Signature: By: _____
 Name: _____
 Title: _____
 Date: _____

Signature: By: _____
 Name: _____
 Title: _____
 Date: _____

Rev'd Janet Reiter, Chisago Co Atty 11/7/2024

Area Name	Asset Type	Quantity	Name Plnte Data
ECC-Center City			
	FAN EXHAUST/EXTRACT	2	Exhaust Fans
	PKG UNIT ROOFTOP HEATPUMP	1	IST on AAON RTU
	PKG UNIT ROOFTOP HEATPUMP	2	Package Rooftop Units-other
Gov't Ctr- 313 North Main Center City			
	AIR HANDLING UNIT LARGE	2	McQuay
	BOILER HOT WATER	3	Viessman
	CHLR RECIP COMP 40-80 TON	1	York
	FLEX PUMPS	2	B&G Pumps
	FLEX WATER HEATERS	1	Domestic Water Heater
	PKG UNIT ROOFTOP HEATPUMP	3	American Standard
Harris Shop - Hwy Dept.			
	AIR HANDLING UNIT	1	Rupp MAU
	FLEX CONDENSER AIR COOLED	1	Bryant Condenser
	FLEX WATER HEATERS	1	Domestic Water Heater
	FURNACE SYSTEM OIL OR GAS	1	Bryant Furnace
	INFRARED SYS LP/NATL GAS FIRED	3	Infrared Heaters
Heartland Bus Transfer - N.B.			
	FLEX WATER HEATERS	1	Domestic Water Heater
	FURNACE SYSTEM OIL OR GAS	2	Bryant Furnaces

	INFRARED SYS LP/NATL GAS FIRED	2	Infrared Heaters
	PKG UNIT COMPUTER ROOM	1	Fujitsu Split Cooling Unit
	UNIT VENT	1	Reznor Unit Heater
HHS N.B.			
	BOILER/FLEX	2	Hydrotherm Modular Boilers
	FLEX PUMPS	4	B&G Pumps
	FLE WATER HEATERS	1	Domestic Water Heater
	PKG UNIT ROOFTOP HEATPUMP	1	3Ton AAON RTU
Household Waste- 39649 Grand N.B.			
	BOILER/FLEX	1	Condensing Boilers
Hwy Dept - Heartland Garage			
	AIR HANDLING UNIT	6	MAU's
	AIR HANDLING UNIT LARGE	2	Trane AHU's
	Infrared SYS LP/NATL GAS FIRE	8	Infrared Heat
	UNIT HEATER GAS	8	Unit Heaters
Jail • 111 North Main, Center City			
	AIR HANDLING UNIT	1	Trane Unit
	BOILER/FLEX	3	Condensing Boilers
	FLEX PUMPS	2	B&G Pum
	Flex WATER HEATERS	1	Domestic Water Heater
	PKG UNIT COMPUTER ROOM	3	Split Cooling Systems
	PKG UNIT ROOFTOP HEATPUMP	5	Rooftop Units
N.B. & Chisago Libraries (same)			
	AIR HANDLING UNIT LARGE	2	McQuay AHU's
	BOILER/FLEX	4	Condensing Boilers
	FLEX PUMPS	8	B&G Pumps
	FLEX WATER HEATERS	2	Domestic Water Htr
Rush City Library			
	CONDENSER WATER COOLED/FLEX	2	Lennox Condensers
	FURNACE SYSTEM OIL OR	2	Lennox Furnaces

	GAS		
Sheriff Dist Office - Harris			
	FURNACE SYSTEM OIL OR GAS	1	Coleman Furnace
Wyoming Library			
	FLEX CONDENSER AIR COOLED	1	McQuay Condenser
	AIR HANDLING UNIT	1	McQuay AHU
	BOILER/FLEX	2	Condensing Boilers
	FLEX PUMPS	4	B&G Pumps
	FLEX WATER HEATERS	1	Domestic Water Heater

1.2 Preventative Maintenance - Each preventative maintenance call will be:

181 scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

1.3 Coverage - This Agreement includes all labor, travel, and living expenses to perform the inspection services and inspection maintenance described above for the Equipment. Usual mechanical maintenance materials, such as lubricants, contact cleaner, and cleanup materials are included in this Agreement. Unless otherwise stated, the costs of labor and travel for repair work, emergency service, and other materials such as air filters, refrigerant, water treatment chemicals, temperature controls, or other parts and materials required for Equipment repairs, are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.5 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

FLEX AUTOMATION SERVICES

1.1 Scope – HONEYWELL will maintain and inspect the building automation hardware and software listed below:

Auto-Flex-HHS/Libraries				
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Qty	Description	Part#	Manf.		Asset Type
HHS					
1	Controller	W7760A	Honeywell		DOC EXCEL 100/80/50/20/10 CNTR
2	Controller	W7760C	Honeywell		DOC EXCEL 100/80/50/20/10 CNTR
1	Controller	W7751F2011	Honeywell		DOC EXCEL 100/80/50/20/10 CNTR
1	Controller	W7751H2025	Honeywell		DOC EXCEL 100/80/50/20/10 CNTR
3	Damper Actuator	ML6161 B2024	Honeywell		ACTUATOR FOR DAMPER
2	Valve Actuator	ML6410A1029	Honeywell		ACTUATOR FOR VALVE
5	SA Sensor	C7041B2005	Honeywell		FIELD DEVICES GENERIC
1	OA Sensor	C7041F2006	Honeywell		FIELD DEVICES GENERIC
1	RA Sensor	C7041K2005	Honeywell		FIELD DEVICES GENERIC
2	Humidity Sensor	HD30K	Kele		FIELD DEVICES GENERIC
2	Thermostat	ETD5-S-1-S	Kele		FIELD DEVICES GENERIC
1	Space Sensor	T7770C1002	Honeywell		FIELD DEVICES GENERIC
1	Space Sensor	T7770A1006	Honeywell		FIELD DEVICES GENERIC
1	Freeze Stat	A70GA-1	JCI		FIELD DEVICES GENERIC
1	Duct Press Sensor	M264-005WD-C	Honeywell		FIELD DEVICES GENERIC
1	Space Press Sensor	M264-001 WB-C	Setra		FIELD DEVICES GENERIC
Libraries					
3	Plant Controller	CP-600	Honeywell		COMFORT PT CONTROLLER
3	Controller	CP-6438S	Honeywell		COMFORT PT CONTROLLER
3	Controller	CP-UL4024S	Honeywell		COMFORT PT CONTROLLER
2	Controller	CP-ULI012S	Honeywell		COMFORT PT CONTROLLER
20	VAV Controllers	CP-VL4002AS	Honeywell		COMFORT PT CONTROLLER
3	Humidity Sensor	H763SB2018	Honeywell		XL-CP-DDC DIGITAL INPUT PT
3	Humidity Sensor	H763SC2015	Honeywell		XL-CP-DDC DIGITAL INPUT PT
3	Duct Sensor	C7041R2018	Honeywell		XL-CP-DDC DIGITAL

				INPUT PT
3	Duct Sensor	C7041B2013	Honeywell	XL-CP-DDC DIGITAL INPUT PT
25	Room Sensor	TR-21	Honeywell	XL-CP-DDC DIGITAL INPUT PT

1.2 Preventative Maintenance - Each inspection call will be:

____ Scheduled by a computer-scheduled service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems for optimum system performance, both from a hardware and software perspective.

Typical activities include:

- Checking software schedules against occupancy schedules
- Inspecting hardware operator machine interface and field panels for proper operation.
- Review false alarm activity
- Review trend logs
- Random sampling of temperature sensors to identify need to calibrate

____ Customer Planned based on ____ inspections/hours per year.

1.3 Coverage - This Agreement includes all travel and living expenses to perform the inspection services described above for the Equipment and Software. The costs for labor and travel for repair work, emergency service, and any replacement materials are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary, equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis if requested by CUSTOMER. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.5 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

General Terms and Conditions

2. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

3. TAXES

3.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

4. PROPRIETARY INFORMATION

4.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

4.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

5. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

6. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

- 6.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
- 6.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.
- 6.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.
- 6.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.
- 6.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

7. WARRANTY AND LIMITATION OF LIABILITY

- 7.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.
- 7.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.**
- 7.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

8. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE,

EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY

CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

10. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

11. PATENT INDEMNITY

11.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

11.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

11.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

11.4 **THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.**

12. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

13. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

14. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

15. MISCELLANEOUS

15.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

15.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

15.3 This Agreement is governed by the law of the State where the work is to be performed.

15.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

16. COVERAGE

16.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

16.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

16.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

16.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

16.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

16.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

16.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

16.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

16.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

16.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

16.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

17. TERMS OF PAYMENT

17.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

17.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged for the Services provided.

18. TERMINATION

- 18.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.
- 18.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- 18.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

19. DEFINITIONS

- 19.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.
- 19.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.
- 19.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.
- 19.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

**ADDENDUM TO
Honeywell International, Inc. and Chisago County Service Agreement (#40200817)**

ADDITIONAL TERMS AND CONDITIONS

Whereas, Honeywell International, Inc. the “Provider,” located at and doing business at 1985 Douglas Dr No. Golden Valley, MN 55442, and the Chisago County, a political subdivision of the State of Minnesota, located at 313 North Main St. Center City, MN, the “County” or “Customer”, (together referred to as “Parties”) intend to enter into an Agreement for Honeywell International - Building Solutions (also referred to as HBS), an integrated and automated building system service provider; and

Whereas, Chisago County/Customer seeks the services of Honeywell Building Solutions to provide Flex Automation and Mechanical Maintenance services to Chisago County and to cover various buildings and equipment as listed in the Service Agreement.

Therefore, as additions to the terms and conditions as set forth in the Service Agreement’s General Terms and Conditions, the Parties hereto agree to be bound by the following:

- A. **Services.** The Provider shall provide the services as set forth in the Scope of Work; the Service Agreement and as specified therein.
- B. **Term.** The term of the Service Agreement shall be as set forth in the Service Agreement irrespective of the date of the execution of that Agreement and this Addendum. The offer of June 4, 2024, is accepted and honored by HBS, irrespective of the date of the execution of the Agreement and this Addendum.
- C. **Authorized Representatives.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

- 1. County’s authorized representative for the purpose of administration of this contract is:

Name: Chase Burnham, Chisago County Administrator (or his successor)
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651)213-8877
E-Mail: chase.burnham@chisagsocountymn.gov

- 2. The CONTRACTOR’S authorized representative for the purpose of administration of this contract is:

Name: Rob Buchholz, Account Executive
Address: Honeywell - Building Automation
1985 Douglas Dr. No.
Golden Valley, MN 55422
Telephone: (414)363-0942
E-Mail: Robert.buchholz@honeywell.com

D. Insurance.

- a. **General Liability.** The Provider/HBS and any subcontractors performing work under this Agreement shall maintain insurance protecting it from claims for damages, including

for bodily injury, sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by Provider/HBS or by a subcontractor or by anyone directly or indirectly employed by Provider under the Agreement. General Liability Insurance minimum coverage maintained by the Provider shall be at \$500,000 per claim and \$1,500,000 per occurrence, or \$3,000,000 in the aggregate. Should Customer/County maintain insurance coverages in excess of the level set forth in the Municipal Tort Claims Act, Minn. Stat. 466, said coverage shall not constitute a waiver of those limits available to protect or limit the exposure of the Customer, Chisago County. In no event shall Provider provide coverage on a per project basis.

- b. **Workers Compensation.** Provider/HBS certifies that, to the extent Minnesota's workers' compensation provision is applicable to Provider/HBS's workforce, Provider/HBS is in compliance with Minn. Stat. 176.181 relative to Minnesota's Workers' compensation insurance. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by a third party as a consequence of any act or omission on the part of the employees or agents are in no way Customer/County's obligation.
- E. **Liability.** The Provider/HBS and the Customer/County shall each be responsible for the acts and omissions of their respective employees, agents and assigns and shall maintain Insurance coverage to protect themselves and each other in the event of a claim, suit or cause of action brought by a third party. The Parties shall each indemnify, save, and hold the other, its representatives, agents, and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the other Party arising from claims, suits, or causes of action for negligence, other tort, or the negligent performance of services under the Agreement by the Parties' agents, employees, subcontractors or assigns. This does not diminish the obligation of the Parties, nor obliterate the potential claims the parties may have against each other for intentional or negligent breach of intellectual property provisions or data privacy or data practices.
- F. **Non-discrimination.** The Provider/HBS will comply with the provisions of Minnesota's Equal Protection statutes, Minn. Stat. §181.59, to the extent that it applies to this Agreement and persons protected by the law.
- G. **Personnel.** The Provider/HBS shall prohibit unauthorized HBS employees, agents, contractors, or subcontractors from having unescorted access to areas, rooms or facilities that are designated as "physically secure locations" or other areas where confidential, private, or other sensitive data, including but not limited to Criminal Justice Information (CJI), protected health information, financial information, social security data is stored or maintained. "Authorized personnel" have completed a criminal history and background check and completed requisite Data Security Training; those failing a criminal history and background check or not having completed the requisite training are not authorized to have unescorted access to physically secure locations.
- H. **Fees, Payment, and Prompt Payment to Subcontractors.** Irrespective of language in paragraph 17 of the Services Agreement the County shall make payment of invoices to the Provider/HBS no later than 35 days of receipt of the undisputed invoice, as per Minn. Stat. § 471.427.
- I. **Taxes.** Chisago County is a tax-exempt municipal corporation and provides Minnesota Department of Revenue, Form ST3, Certificate of Exemption. Chisago County

- J. **Data Practices:** The Provider and the County must both comply with the Minnesota Government Data Practices Act (MGDPA), as those provisions may apply to all data in accordance with this Agreement, as MGDPA applies to all data created, collected, received, stored, used maintained, or disseminated by the Provider and the County in accordance with this Agreement. The civil remedies of Minnesota Statute §13.08 apply to the unauthorized release of data referred to in this clause by either the Provider or the County. In the event the Provider/HBS receives a request for any data belonging to the County/Customer, the Provider/HBS is obligated contact the County prior to complying with or accommodating any data request, unless there is separate legal authority or court order that would prohibit the Provider/HBS from making the County aware of such request.

In the event the Provider/HBS (or any third-party subcontractor) experiences any disruption or breach of data security related to the storage of Customer Content, the Provider/HBS or the third-party subcontractor must immediately (no longer than 72 hours) notify the County/Customer of the disruption or breach.

- K. **Audits.** The books, records, documents and accounting procedures and practices of the Provider/HBS relevant to this Agreement, shall be subject to examination by the Customer/County and any county, state, or legislative auditor, for a minimum of six (6) years following transaction and following termination of the Agreement, pursuant to Minn. Stat. §16C.05, Subd. 5. Notwithstanding anything to the contrary herein, any audit and inspection rights include only the rights to verify amounts invoiced by Provider, verify the nature of the services being invoiced and comply with Customer/County requirements. Except as required by law such audit and inspection rights do not include the right to review personal, private or personally identifiable information of Provider's employees or proprietary information of Provider, including but not limited to information concerning Provider's underlying costs, markups or overhead rates.
- L. **Merger and Controlling Terms.** The Service Agreement, together with this Addendum and any other amendments or addendums reduced to writing, constitute the final and complete Agreement between the Customer/County and the Provider/HBS. To the extent there is a discrepancy or conflict between the language or term in the Agreement and the language or term in the Addendum, the language in this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be duly executed intending to be bound thereby.

Customer,
Chisago County

Provider,
Honeywell International-Building Solutions.

Chair of the Board of Commissioners

Name

Dated

Title:

Affirmed:

Clerk to the Board.

Dated

Reviewed:  Date: 11/7/2024
Janet Reiter, Chisago County Attorney

CORRESPONDENCE



2025 MESB MEETING SCHEDULE

Full Board

February 12

March 12

May 14

July 9

September 10

November 12

Executive Committee

April 9

June 11

August 13

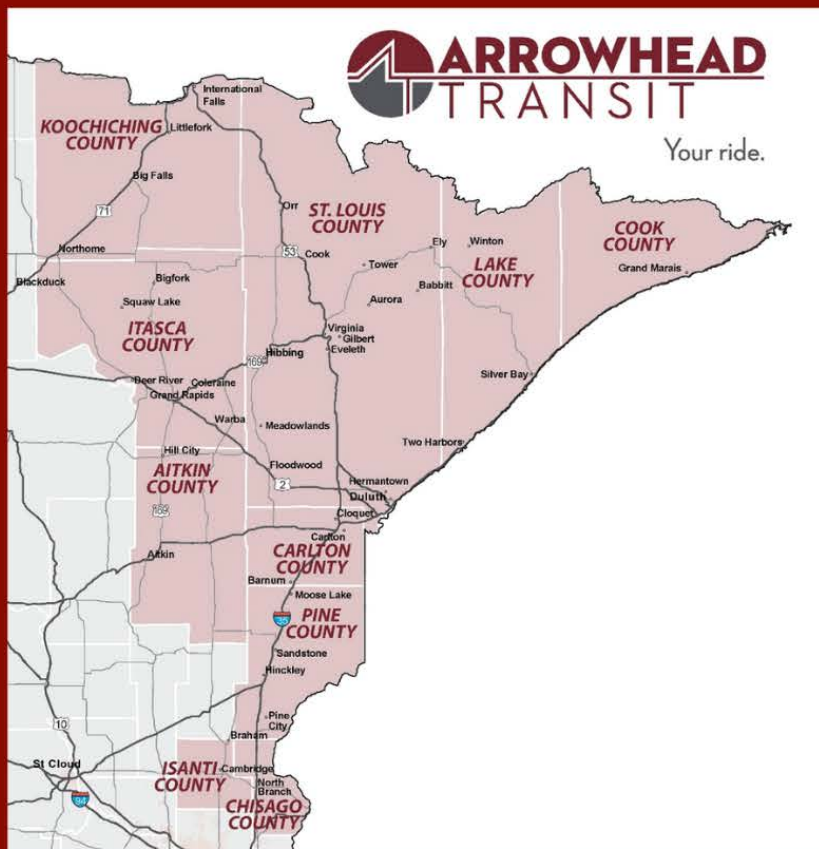
October 8

December 10

All meetings are held 10:00 a.m. – 11:30 a.m.

Full Board meets the second Wednesday of odd-numbered months, except for the January/February Board meeting.

Executive Committee meets the second Wednesday of even-numbered months except for February in 2025.



Arrowhead Transit, a service of the Arrowhead Economic Opportunity Agency (AEOA), provides on-demand (Dial-a-Ride), destination-based, and regional transit services across ten counties in Northeastern Minnesota. Covering 24,472 square miles, it is the state's largest service area, including Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis, Pine, Chisago, and Isanti counties. Arrowhead Transit is actively involved in the Regional Transportation Coordinating Council (RTCC), the Minnesota Public Transit Association (MPTA), and the Minnesota Council on Transportation Access (MCOTA). During COVID-19, it partnered with communities to deliver over 2 million pounds of food, emphasizing the importance of rural transit support in Minnesota and nationwide.

Chisago County Board of Commissioners
 November 20th 2024

Mission: To provide affordable, safe, accessible public transportation and supports independent living and self-reliance.

Vision: Arrowhead Transit will reduce barriers to all people served while making connections with the communities we serve regarding healthcare, education, employment, recreational opportunities.

Legislative Districts: 3A, 3B, 5A, 5B, 6A, 6B, 7A, 7B, 10B, 11A, 11B, 31B, 32A, 32B, 39A
Congressional District: 8

Arrowhead Transit provided 494,965 unlinked passenger trips in 2023.

Volunteer Drivers

Arrowhead Transit operates a volunteer driver medical rides service that completed 25,570 trips in 2023.

Arrowhead transit employs over 120 full-time and part-time drivers and coordinates over 90 volunteer drivers for their volunteer driver Medical Rides program. Arrowhead Transit also has 28 full-time staff dedicated to management and administrative functions, as well as 16 dispatchers and maintenance staff.

Due to the increase in our service area and to meet our goals, Arrowhead Transit would need to increase our operating funding by an additional \$3,600,000 by 2027, and secure more than \$8,000,000 in capital funding.

In 2023, Arrowhead Transit had an operating budget of \$13,275,700

Federal Revenue Share \$6,500,350
 State Revenue Share \$6,111,565
 Local Revenue Share \$663,785

Brandon Nurmi, Transit Director
 702 3rd Ave S
 Virginia, MN 55792
 218-735-6807
brandon.nurmi@aeoa.org
www.arrowheadtransit.com



RESOLUTION NUMBER 2024-10-3

A RESOLUTION REQUESTING ACTION ON THE CSAH 19 BRIDGE

WHEREAS, Chisago County Public Works is responsible for the planning, design, construction, and maintenance of roads, bridges, and traffic control devices on the County's highway system; and

WHEREAS, the 2022 inspection showed the deck geometry was basically intolerable requiring high priority of replacement, structural elements show some minor deterioration of the deck, and the transitions do not meet currently acceptable standards or a safety feature is required and none is provided; and

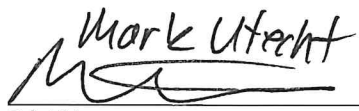
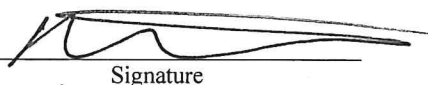
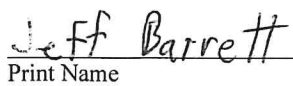
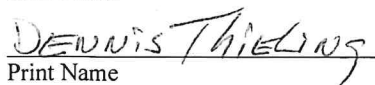
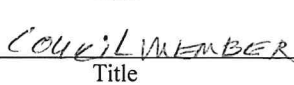
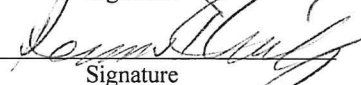
WHEREAS, this bridge, constructed in 1967, should be a major concern for the Minnesota Department of Transportation (MnDOT) and the Federal Highway Administration (FHWA) because many older bridges have a life expectancy of 50 years, which makes it past its anticipated life cycle. The current goal with new bridge construction is a 100-year lifespan; and

WHEREAS, the dangers include low visibility from all approaches and lack of appropriate pedestrian or cycling facilities and protection; and

WHEREAS, single lane exit ramps create operational hazards as drivers commonly treat them as dual lanes; and

WHEREAS, the District 4 County Commissioner, Ben Montzka, has requested the Stacy City Council approve a resolution requesting action on the County State Aid Highway (CSAH) 19 bridge; and now, therefore **BE IT RESOLVED AS FOLLOWS**:

The Stacy City Council requests Chisago County, in cooperation with MnDOT, initiate a project to replace or rehabilitate the CSAH 19 Bridge that brings the facility up to current design standards, adds pedestrian and bicycle facilities, improves sight distances, and generally improves the safety for all transportation modes and users.

 Print Name	 Title	 Signature
 Print Name	 Council Member Title	 Signature
 Print Name	 Council Member Title	 Signature

<u>Carolyn Leagle</u>	<u>Carolyn Leagle</u>	<u>Carolyn Leagle</u>
Print Name	Title	Signature
<u>Tim SAWATZKY</u>	<u>city council</u>	<u>[Signature]</u>
Print Name	Title	Signature

It is hereby certified that the Council of the City of Stacy adopted this Resolution at a duly convened meeting of the Council held on the 8th day of October 2024, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

[Signature]
Mark Utecht
Mayor

ATTEST:

[Signature]
Tanya Smolke
City Clerk

