



Board of Commissioners
REGULAR MEETING – Wednesday, May 21, 2025
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.) | Reappointing Chisago County Highway Engineer | TAB 2 |
| 3.) | Testing Services – CR 57 GPR Contract – AET | TAB 3 |
| 4.) | Testing Services – CSAH 21 GPR Contract – AET | TAB 4 |
| 5.) | CSAH 14 Roundabout Design Contract – Kimley-Horn | TAB 5 |
| 6.) | TH 8 LRIP Grant Agreement | TAB 6 |
| 7.) | Advance Construction Resolution for CSAH 30 | TAB 7 |

Board of Commissioners' Business Meeting

Consent Agenda:

- | | | |
|------|--|--------|
| 1.) | R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) | R&B Committee Recommendation – Reappointing Chisago County Highway Engineer | TAB 2 |
| 3.) | R&B Committee Recommendation – Testing Services – CR 57 GPR Contract – AET | TAB 3 |
| 4.) | R&B Committee Recommendation – Testing Services – CSAH 21 GPR Contract – AET | TAB 4 |
| 5.) | R&B Committee Recommendation – CSAH 14 Roundabout Design Contract | TAB 5 |
| 6.) | R&B Committee Recommendation – TH 8 LRIP Grant Agreement | TAB 6 |
| 7.) | R&B Committee Recommendation – Advance Construction Resolution for CSAH 30 | TAB 7 |
| 8.) | Payment of County's Warrants and Miscellaneous Bills | TAB 8 |
| 9.) | Minutes from the May 7, 2025 – County Board of Commissioners Meeting | TAB 9 |
| 10.) | Final Plat – Peltier Estates | TAB 10 |
| 11.) | Snowmobile Maintenance and Grooming Applications | TAB 11 |

Presentation

- | | | |
|------|-------------------------|--------|
| 12.) | SBDC 2024 Annual Report | TAB 12 |
|------|-------------------------|--------|

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | | |
|------|---|--------|
| 13.) | Director's Report | TAB 13 |
| 14.) | Stenberg and Swanson Rezoning Request – Rural Res. (RR) District to Ag. (AG) District | TAB 14 |
| 15.) | 2025 LSC CWMP and FY23 WBIF Work Plan Amendments | TAB 15 |
| 16.) | Prof./Tech. Services Contract Amendment – Soil and Water Conservation Dist. (SWCD) | TAB 16 |

Other Business of the County Board

- | | | |
|------|--|--------|
| 17.) | May 14 th Budget and Finance Committee Report | TAB 17 |
|------|--|--------|

18.) Out of State Travel – Honeywell Users Group – Phoenix, Arizona

TAB 18

19.) SHIP 246 – 249 Grant Agreements

TAB 19

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
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- **Chisago County Board of Commissioners Meeting**, Wednesday, June 4th, 2025
- **Chisago County Budget and Finance**, Wednesday, June 11th, 2025
- **Chisago County Board of Commissioners**, Wednesday, June 18th, 2025

- 18.) Out of State Travel – Honeywell Users Group – Phoenix, Arizona
19.) SHIP 246 – 249 Grant Agreements

TAB

TAB

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
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- **Chisago County Board of Commissioners Meeting**, Wednesday, June 4th, 2025
- **Chisago County Budget and Finance**, Wednesday, June 11th, 2025
- **Chisago County Board of Commissioners**, Wednesday, June 18th, 2025

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:	May 13 th , 2025	RE: Public Works Director's Report
To:	Chisago County Board of Commissioners	
From:	Joe Triplett, P.E.	

Project Updates:

CSAH 30 Reconstruction Project: Work on storm sewer and grading between County Ditch #7 and TH 95 continues.

CSAH 19 Roundabout & Reconstruction Project: We have 60% plans and are reviewing them. We have sent them to Lindstrom and Chisago City for their comments and will meet with them when they are ready. We are continuing to work on R/W acquisition.

CSAH 10 Reconstruction Project – Phase I: The final lift of pavement and shouldering work is underway. Work on this project is expected to be completed by the end of next week.

CSAH 10 Reconstruction Project – Phase II: The archaeological contractor is looking to begin as early as next week. We are working on R/W acquisition and permitting. We will have to place a surcharge in the NW corner of CSAH 10 and CR 60 this fall. Plans are underway.

CSAH 16 Reconditioning Project: Construction started on May 12th. Crews are working on removing the pavement and adding gravel between CSAH 12 and Sandberg Avenue. Construction expected to be complete by the end of June.

CSAH 6 Paving Project: Plans are complete, and project is out for bid. We will open bids on June 3rd. Construction will begin in August and finish up in September.

Seal Coat Project: Project is expected to begin June 4th and be finished by June 13th.

State Park Road Account Funding: After 7 years of submitting for funding from the DNR State Park Road Account to help with reconstructing CR 65 by Fish Lake Park, we were finally successful. We received \$600k to help with the subgrade issues for this stretch.

TH 8 Reconstruction Project:

- Have had a chance to meet with Chisago City and Forest Lake to update them on the project. Will look to meet with Wyoming in June.
- The draft Environmental Assessment has made it through Mndot and is now at FHWA in Washington.
- We are continuing to work with our total take/relocation parcels.
- The contracts/agreement for final design is included for tonight's consideration.

We have recently updated our cost estimate as we are further along in the design process, and we have a better idea of impacts, quantities, costs, and inflation. We have a funding gap again. We will be working on what that looks like in the coming weeks and I will be engaging Mndot on this as well.

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 2
Title of Item for Consideration: Reappointment of County Highway Engineer	
Action Requested by: Chase Burnham, County Administrator, pursuant to Minn. Stat. 163.07	Department: County Board of Commissioners/ County Administration
Previous Action on this Matter: Pursuant to Minn. Stat. 163.07, the County Board of Commissioners must reappoint the County Highway Engineer every 4 years, or take action pursuant to statute to replace the current County Highway Engineer. • Mr. Joe Triplett was first appointed as County Highway Engineer effective May 1st, 2013. The current appointment of Mr. Joe Triplett as County Highway Engineer expires on April 30th, 2017. • County Engineer Triplett was last reappointed on April 19th, 2017. The current appointment ends on April 30th, 2021. • County Engineer Triplett was last reappointed on April 21st, 2021. The current appointment ends on April 30th, 2025.	
Background: Pursuant to Minn. Stat. 163.07, the County Board of Commissioners must reappoint the County Highway Engineer every 4 years or take action pursuant to statute to replace the current County Highway Engineer. The current appointment of Mr. Joe Triplett as County Highway Engineer expires on April 30th, 2021. Mr. Triplett has served the County exceedingly well in this position. As such, it is recommended that the County Board reappoint Mr. Joe Triplett to the position of County Highway Engineer, effective May 1st, 2025 (through April 30, 2029). Attachment(s): • Draft Resolution for Reappointment	
Action Requested/Recommended: The County Board is respectfully requested to affirmately consider reappointing Mr. Joe Triplett as County Highway Engineer. The following motion is suggested: <i>“Move to approve by Resolution the reappointment of Mr. Joe Triplett as County Highway Engineer, effective May 1st, 2025.”</i>	

Implications of Action: Board approval at tonight's meeting will facilitate the reappointment of Mr. Joe Triplett to another four-year term as County Highway Engineer, running May 1st, 2025 through April 30, 2029.

Budget/Financial Implications: All necessary monies are included in the approved 2025 Budget to support reappointment of Mr. Triplett as County Highway Engineer.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

**RESOLUTION NO. 25/0521-X
REAPPOINTING JOE TRIPLETT AS CHISAGO COUNTY HIGHWAY ENGINEER**

WHEREAS, Minnesota Statute 163.07 provides for each County Board of the State of Minnesota to fill the office of County Highway Engineer by appointment for a term of four years; and

WHEREAS, Chisago County Highway Engineer Joe Triplett has performed well the duties and responsibilities of his office during the past four-year term; and

WHEREAS, the citizens of Chisago County will be well served by the continued oversight of the incumbent Highway Engineer;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby reappoints Joe Triplett as the County Highway Engineer for a four year term effective May 1, 2025 through April 30, 2029.

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

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

OPPOSED: None

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

Approved: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action



Meeting Date: May 21, 2025		Item Number: 3	
Title of Item for Consideration: Testing Services – CR 57 GPR Contract – AET			
Action Requested by: Joe Triplett, P.E.		Department: Public Works	
Previous Action on this Matter: None.			
Background: Public Works requires assistance for pavement testing services to design and deliver the CR 57 Reconditioning Project. The County has enlisted American Engineering & Testing (AET), who has extensive experience in these sorts of projects and in our County. Attachment(s): Professional Services Agreement			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Testing Services – CR 57 GPR Contract – AET agreement. The suggested motion is as follows: “Move to approve the Testing Services – CR 57 GPR Contract – AET agreement.”			
Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.			
Administrator’s Recommendation			
Approve <u>CEB</u>		Deny _____	
		Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

February 5, 2025

Chisago County Public Works Department
313 N Main St, Room 400
Center City, Minnesota 55012

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CR 57 Improvements
CSAH 9 to CSAH 30
Chisago County, Minnesota
AET Proposal No. P-0040416

Dear Mr. Hobert:

Thank you for the opportunity to provide a proposal for geotechnical and pavement exploration services for roadway improvements in Chisago County, Minnesota. This proposal presents our understanding of the project, an outline of the scope of services we are to provide, anticipated schedule, and an estimate of our fees.

1.0 PROJECT INFORMATION

We understand the County is proposing full depth reclamation (FDR) for the segment of County Road (CR) 57 between CSAH 9 (Sunrise Rd) and CSAH 30 (Forest Blvd) in Chisago County, Minnesota.

2.0 SCOPE OF SERVICES

Based on your email request, our proposed scope will include ground penetrating radar (GPR) of the drive lanes, pavement cores and shallow Geoprobe borings, limited laboratory testing, and a data report. No recommendations have been requested for this project.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes, for a total of approximately 14.0 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

2.2 Pavement Cores and Soil Borings

Based on preliminary review of the GPR data, we will select 7 locations for sampling to calibrate the GPR layer thicknesses. The field sampling will include the following:

- Mark 7 pavement core/Geoprobe soil boring locations in the drive lanes.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide traffic control during field sampling in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Collect a 4-inch diameter pavement core at each location.
- Perform Geoprobe soil borings to a depth of 4 feet at each boring location.
- Backfill the boreholes and patch the surface with bituminous cold mix.
- Document the sample locations by using GPS equipment with submeter accuracy.

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. See our discussion regarding **UNDERGROUND UTILITIES** later in this proposal.

We will provide for traffic control operations during performance of our pavement cores and soil borings. Based on the 2023 AADT of 496, we anticipate traffic control will be provided using lane closure (Layout 26) within the Minnesota Temporary Traffic Control Field Manual 2018, which includes the use of one flagger, as well as signs and cones.

We will backfill the boreholes to comply with MDH requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the County will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

2.3 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and the AASHTO Soil Classification Systems. Our services will include mechanical laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all soils and up to three sieve analyses tests on aggregate base materials.

The pavement cores will be returned to our laboratory, where they will be measured and photographed showing the measurement.

2.4 Report

Upon completion of the field exploration and soil laboratory testing, we will prepare a data report, which will include the following:

- An outline of our understanding of the proposed construction.
- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sample locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Pavement core logs including photographs, measurements, condition, and sample location information.
- Subsurface boring logs, including thickness of the encountered pavement and aggregate base; USCS and AASHTO soil types; measured water levels; and laboratory test results.

3.0 SCHEDULE

Weather permitting and based on our current backlog, we anticipate the GPR survey can be completed within three weeks following authorization to proceed. The GPR survey cannot be performed on wet pavements or on snow/ice-covered pavements. Some allowance in the schedule may be required to accommodate roadway conditions. The drilling and pavement coring can be completed during the spring or early summer. We anticipate that the report will be submitted within three to four weeks following the field exploration.

4.0 FEES

The scope of services defined above will be performed on a time and materials basis in accordance with the attached Fee Estimate. For this scope of services, we have estimated the fees for each of the following tasks:

1. Layout and Utility Clearance	\$ 1,193
2. Geotechnical Field Services	\$ 4,842
3. Traffic Control	\$ 1,862
4. Laboratory	\$ 780
5. Ground Penetrating Radar	\$ 3,893
6. Project Management and Reporting	\$ 2,290
Total	\$14,860

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect for thirty days following the date of this proposal, and fees for services authorized after this expiration date will be subjected to review and possible escalation.

5.0 UNDERGROUND UTILITIES

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities; however, Gopher State One Call will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans, and/or records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

6.0 ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

7.0 TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees,

joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

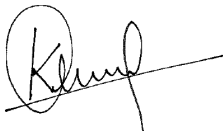
8.0 ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

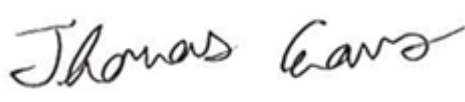
We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Khada Dhungana, EIT
Engineer I
kdhungana@teamAET.com
Phone: (651) 442-1357



Thomas Evans, PE (MN)
Senior Geotechnical Engineer
tevans@teamAET.com
Phone: (701) 690-9732

Attachments:
 Fee Estimate
 2025 Environmental/Geotechnical Service Agreement

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0040416

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

**GEOTECHNICAL SERVICES FEE ESTIMATE
CR 57 IMPROVEMENTS PROJECT
CSAH 9 TO CSAH 30
CHISAGO COUNTY, MN 55069**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance			
Driller/Drilling Technician	5 Hour	\$130.00	\$650.00
Company Vehicle Rental	5 Hour	\$32.00	\$160.00
Standard Vehicle Mileage	120 Mile	\$1.35	\$162.00
GPS Equipment Rental	1 Day	\$221.00	\$221.00
Section Subtotal:			\$1,193.00
Geotechnical Field Services			
Hourly Drilling			
Driller/Drilling Technician	18 Hour	\$130.00	\$2,340.00
Geoprobe Direct Push Sampling System	9 Hour	\$144.00	\$1,296.00
Coring Equipment - Hourly	9 Hour	\$78.00	\$702.00
Truck Mounted Rig Mileage	120 Mile	\$2.50	\$300.00
Auxiliary Vehicle Mileage	120 Mile	\$1.70	\$204.00
Section Subtotal:			\$4,842.00
Traffic Control			
Driller/Drilling Technician	9 Hour	\$130.00	\$1,170.00
Traffic Control Signs (in-house equipment)	1 Day	\$200.00	\$200.00
Company Vehicle Rental	9 Hour	\$32.00	\$288.00
Auxiliary Vehicle Mileage	120 Mile	\$1.70	\$204.00
Section Subtotal:			\$1,862.00
Laboratory			
Classification	3 Hour	\$120.00	\$360.00
ASTM D6913 Sieve Analysis of Soils	3 Test	\$140.00	\$420.00
Section Subtotal:			\$780.00
GPR			
Technician, Level II	6 Hour	\$120.00	\$720.00
GPR Vehicle Rental	0.5 Day	\$938.00	\$469.00
Geologist I	12 Hour	\$170.00	\$2,040.00
Engineer, Senior	2 Hour	\$230.00	\$460.00
GPR Vehicle Mileage	120 Mile	\$1.70	\$204.00
Section Subtotal:			\$3,893.00
Project Management & Reporting			
Project Administrator	2 Hour	\$90.00	\$180.00
Engineer, Level I	7 Hour	\$170.00	\$1,190.00
Engineer, Senior	4 Hour	\$230.00	\$920.00
Section Subtotal:			\$2,290.00
ESTIMATED BUDGET			\$14,860.00

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 550 Cleveland Ave. N. 6 City, state, and ZIP code St. Paul, MN 55114 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	1	-	0	9	7	7	5	2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
------------------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company of America INSURER C: Travelers Property Casualty Company of America INSURER D: Charter Oak Fire Insurance Company INSURER E: Continental Casualty Company INSURER F:
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	NAIC # 25623 25666 25674 25615 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB9H9151012543G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE
25-26

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Chicago County Board of Commissioners
May 21, 2025

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and American Engineering Testing, Inc., 550 Cleveland Avenue North, Saint Paul, Mn 55114, 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 of testing services for the improvement project to CR 57 between CSAH 9 to CSAH 30 and,

WHEREAS, the CONTRACTOR has submitted a proposal for geotechnical and pavement exploration services needed to develop the project, and therein represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on May 22, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND CONTRACT CONSTRUCTION.**
 - A. The agreement of the County and the CONTRACTOR consists of this Professional and Technical Services Contract and the proposal of CONTRACTOR dated February 5, 2025 (P-0040416), including the Fee Estimate and CONTRACTOR's Environmental/Geotechnical Service Agreement – Terms and Conditions, incorporated into said proposal. The parties understand and agree that **Attachment A** includes those terms and conditions attached and incorporated thereto as found in CONTRACTOR's Environmental/Geotechnical Services Agreement.
 - B. The terms of the CONTRACTOR's Environmental/Geotechnical Services Agreement shall be construed to supplement and not conflict with those terms and conditions set forth in this Professional & Technical Services Contract. Notwithstanding the terms and conditions of the CONTRACTOR's Environmental/Geotechnical Services Agreement, should the terms and conditions of the Professional & Technical Services Contract conflict with the terms set forth in **Attachment A** and its CONTRACTOR's Environmental/Geotechnical Services Agreement, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A.**

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 not exceed Fourteen Thousand, Eight Hundred, Sixty and No/100 Dollars (**\$14,860.00**) as provided in **Attachment A.**

B. Terms of Payment.

Notwithstanding Section 11 of CONTRACTOR's Environmental/Geotechnical Services Agreement, 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. Specifically, CONTRACTOR's sole course of remedy for County's failure to timely pay invoiced services shall be through legal action, notwithstanding Section 11.2 through Section 11.4 of CONTRACTOR's Environmental/Geotechnical Services Agreement.

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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 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: Thomas Evans, Principal Engineer
Company: American Engineering Testing, Inc
Address: 550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone: (701) 690-9732
E-Mail: tevans@teamAET.com
Fax: (651) 659-1379

VI. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING.**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. If subcontracting is 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.

VIII. **LIABILITY, INSURANCE AND INDEMNIFICATION.** The parties adopt Section 9 Insurance and Section 15 Mutual Indemnification of CONTRACTOR's Environmental/Geotechnical Services Agreement. Notwithstanding Section 14 Litigation Reimbursement of CONTRACTOR's Environmental/Geotechnical Services Agreement, each party shall pay for, without reimbursement from the other party, the attorney's fees expenses, costs and disbursements incurred to prosecute or defend against actions brought for breach or performance of this Professional & Technical Services Contract.

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.

- A. 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.
- B. 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.
- C. 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.

(Signatures found on the next page.)

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

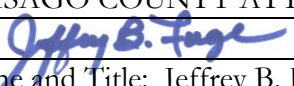
APPROVED:

By:
Dan Dahlberg, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: May 14, 2025

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 4
Title of Item for Consideration: Testing Services – CSAH 21 GPR Contract – AET	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance for pavement testing services to design and deliver the CSAH 21 Reconditioning Project. The County has enlisted American Engineering & Testing (AET), who has extensive experience in these sorts of projects and in our County. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Testing Services agreement for CSAH 21 GPR Contract – AET. The suggested motion is as follows: <i>“Move to approve the Testing Services agreement for CSAH 21 GPR Contract – AET. ”</i>	
Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects. Budget/Financial Implications: Funding will come out of 03-320-6273 account Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve <u> CEB </u>	Deny <u> </u>
Other <u> </u>	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye <u> </u>
	Nay <u> </u>
	Abstain <u> </u>

February 5, 2025

Chisago County Public Works Department
313 N Main St, Room 400
Center City, Minnesota 55012

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement ExplorationType text here
CSAH 21 Improvements
CSAH 26 to US Hwy 8
Chisago County, Minnesota
AET Proposal No. P-0040418

Dear Mr. Hobert:

Thank you for the opportunity to provide a proposal for geotechnical and pavement exploration services for roadway improvements in Chisago County, Minnesota. This proposal presents our understanding of the project, an outline of the scope of services we are to provide, anticipated schedule, and an estimate of our fees.

1.0 PROJECT INFORMATION

We understand the County is proposing full depth reclamation (FDR) for the segment of County State Aid Highway CSAH 21 (Redwing Ave) between CSAH 26 (Pleasant Valley Rd) and US Hwy 8 in Chisago County, Minnesota.

2.0 SCOPE OF SERVICES

Based on your email request, our proposed scope will include ground penetrating radar (GPR) of the drive lanes, pavement cores and shallow Geoprobe borings, limited laboratory testing, and a data report. No recommendations have been requested for this project.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes, for a total of approximately 4.4 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

2.2 Pavement Cores and Soil Borings

Based on preliminary review of the GPR data, we will select 3 locations for sampling to calibrate the GPR layer thicknesses. The field sampling will include the following:

- Mark 3 pavement core/Geoprobe soil boring locations in the drive lanes.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide traffic control during field sampling in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Collect a 4-inch diameter pavement core at each location.
- Perform Geoprobe soil borings to a depth of 4 feet at each boring location.
- Backfill the boreholes and patch the surface with bituminous cold mix.
- Document the sample locations by using GPS equipment with submeter accuracy.

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. See our discussion regarding **UNDERGROUND UTILITIES** later in this proposal.

We will provide for traffic control operations during performance of our pavement cores and soil borings. Based on the 2023 AADT of 619, we anticipate traffic control will be provided using lane closure (Layout 26) within the Minnesota Temporary Traffic Control Field Manual 2018, which includes the use of one flagger, as well as signs and cones.

We will backfill the boreholes to comply with MDH requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the County will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

2.3 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and the AASHTO Soil Classification Systems. Our services will include mechanical laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all soils and up to two sieve analyses tests on aggregate base materials.

The pavement cores will be returned to our laboratory, where they will be measured and photographed showing the measurement.

2.4 Report

Upon completion of the field exploration and soil laboratory testing, we will prepare a data report, which will include the following:

- An outline of our understanding of the proposed construction.
- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sample locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Pavement core logs including photographs, measurements, condition, and sample location information.
- Subsurface boring logs, including thickness of the encountered pavement and aggregate base; USCS and AASHTO soil types; measured water levels; and laboratory test results.

3.0 SCHEDULE

Weather permitting and based on our current backlog, we anticipate the GPR survey can be completed within three weeks following authorization to proceed. The GPR survey cannot be performed on wet pavements or on snow/ice-covered pavements. Some allowance in the schedule may be required to accommodate roadway conditions. The drilling and pavement coring can be completed during the spring or early summer. We anticipate that the report will be submitted within three to four weeks following the field exploration.

4.0 FEES

The scope of services defined above will be performed on a time and materials basis in accordance with the attached Fee Estimate. For this scope of services, we have estimated the fees for each of the following tasks:

1. Layout and Utility Clearance	\$ 1,004
2. Geotechnical Field Services	\$ 2,830
3. Traffic Control	\$ 1,214
4. Laboratory	\$ 520
5. Ground Penetrating Radar	\$ 2,309
6. Project Management and Reporting	\$ 1,890
Total	\$ 9,767

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect for thirty days following the date of this proposal, and fees for services authorized after this expiration date will be subjected to review and possible escalation.

5.0 UNDERGROUND UTILITIES

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities; however, Gopher State One Call will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans, and/or records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

6.0 ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

7.0 TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees,

joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

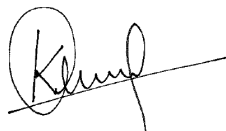
8.0 ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

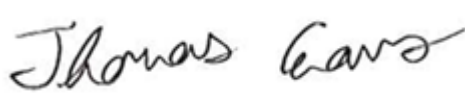
We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Khada Dhungana, EIT
Engineer I
kdhungana@teamAET.com
Phone: (651) 442-1357



Thomas Evans, PE (MN)
Senior Geotechnical Engineer
tevans@teamAET.com
Phone: (701) 690-9732

Attachments:
 Fee Estimate
 2025 Environmental/Geotechnical Service Agreement

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0040418

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

**GEOTECHNICAL SERVICES FEE ESTIMATE
CSAH 21 IMPROVEMENTS PROJECT
CSAH 26 TO HWY 8
CHISAGO COUNTY, MN 55074**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance			
Driller/Drilling Technician	4 Hour	\$130.00	\$520.00
Company Vehicle Rental	4 Hour	\$32.00	\$128.00
Standard Vehicle Mileage	100 Mile	\$1.35	\$135.00
GPS Equipment Rental	1 Day	\$221.00	\$221.00
Section Subtotal:			\$1,004.00
Geotechnical Field Services			
Hourly Drilling			
Driller/Drilling Technician	10 Hour	\$130.00	\$1,300.00
Geoprobe Direct Push Sampling System	5 Hour	\$144.00	\$720.00
Coring Equipment - Hourly	5 Hour	\$78.00	\$390.00
Truck Mounted Rig Mileage	100 Mile	\$2.50	\$250.00
Auxiliary Vehicle Mileage	100 Mile	\$1.70	\$170.00
Section Subtotal:			\$2,830.00
Traffic Control			
Driller/Drilling Technician	5 Hour	\$130.00	\$650.00
Traffic Control Signs (in-house equipment)	1 Day	\$200.00	\$200.00
Company Vehicle Rental	5 Hour	\$32.00	\$160.00
Auxiliary Vehicle Mileage	120 Mile	\$1.70	\$204.00
Section Subtotal:			\$1,214.00
Laboratory			
Classification	2 Hour	\$120.00	\$240.00
ASTM D6913 Sieve Analysis of Soils	2 Test	\$140.00	\$280.00
Section Subtotal:			\$520.00
GPR			
Technician, Level II	3 Hour	\$120.00	\$360.00
GPR Vehicle Rental	0.5 Day	\$938.00	\$469.00
Geologist I	5 Hour	\$170.00	\$850.00
Engineer, Senior	2 Hour	\$230.00	\$460.00
GPR Vehicle Mileage	100 Mile	\$1.70	\$170.00
Section Subtotal:			\$2,309.00
Project Management & Reporting			
Project Administrator	2 Hour	\$90.00	\$180.00
Engineer, Level I	6 Hour	\$170.00	\$1,020.00
Engineer, Senior	3 Hour	\$230.00	\$690.00
Section Subtotal:			\$1,890.00
ESTIMATED BUDGET			\$9,767.00

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 550 Cleveland Ave. N. 6 City, state, and ZIP code St. Paul, MN 55114 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	1	-	0	9	7	7	5	2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
------------------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB9H9151012543G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE
25-26

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Chicago County Board of Commissioners
May 21, 2025

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and American Engineering Testing, Inc., 550 Cleveland Avenue North, Saint Paul, Mn 55114, 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 of testing services for the improvement project to CSAH 21 between CSAH 26 to US Hwy 8 and,

WHEREAS, the CONTRACTOR has submitted a proposal for geotechnical and pavement exploration services needed to develop the project, and therein represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on May 22, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND CONTRACT CONSTRUCTION.**
 - A. The agreement of the County and the CONTRACTOR consists of this Professional and Technical Services Contract and the proposal of CONTRACTOR dated February 5, 2025 (P-0040418), including the Fee Estimate and CONTRACTOR's Environmental/Geotechnical Service Agreement – Terms and Conditions, incorporated into said proposal. The parties understand and agree that **Attachment A** includes those terms and conditions attached and incorporated thereto as found in CONTRACTOR's Environmental/Geotechnical Services Agreement.
 - B. The terms of the CONTRACTOR's Environmental/Geotechnical Services Agreement shall be construed to supplement and not conflict with those terms and conditions set forth in this Professional & Technical Services Contract. Notwithstanding the terms and conditions of the CONTRACTOR's Environmental/Geotechnical Services Agreement, should the terms and conditions of the Professional & Technical Services Contract conflict with the terms set forth in **Attachment A** and its CONTRACTOR's Environmental/Geotechnical Services Agreement, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A.**

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 not exceed Nine Thousand, Seven Hundred, Sixty-seven and No/100 Dollars (**\$9,767.00**) as provided in **Attachment A.**

B. Terms of Payment.

Notwithstanding Section 11 of CONTRACTOR's Environmental/Geotechnical Services Agreement, 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. Specifically, CONTRACTOR's sole course of remedy for County's failure to timely pay invoiced services shall be through legal action, notwithstanding Section 11.2 through Section 11.4 of CONTRACTOR's Environmental/Geotechnical Services Agreement.

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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 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: Thomas Evans, Principal Engineer
Company: American Engineering Testing, Inc
Address: 550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone: (701) 690-9732
E-Mail: tevans@teamAET.com
Fax: (651) 659-1379

VI. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING.**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. If subcontracting is 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.

VIII. **LIABILITY, INSURANCE AND INDEMNIFICATION.** The parties adopt Section 9 Insurance and Section 15 Mutual Indemnification of CONTRACTOR's Environmental/Geotechnical Services Agreement. Notwithstanding Section 14 Litigation Reimbursement of CONTRACTOR's Environmental/Geotechnical Services Agreement, each party shall pay for, without reimbursement from the other party, the attorney's fees expenses, costs and disbursements incurred to prosecute or defend against actions brought for breach or performance of this Professional & Technical Services Contract.

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.

- A. 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.
- B. 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.
- C. 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.

(Signatures found on the next page.)

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

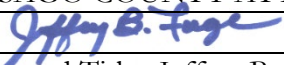
APPROVED:

By:
Dan Dahlberg, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: May 14, 2025

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 5
Title of Item for Consideration: CSAH 14 Roundabout Design Contract – Kimley-Horn	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance from Kimley-Horn & Associates for final design services for the proposed roundabout project at the intersection of Lincoln Road & Hemmingway Avenue (CSAH 14) in North Branch. Public Works was successful in obtaining \$1M in federal HSIP funding for the project. Construction is programmed in 2027. Attachment(s): Professional Services Agreement w/ Kimley-Horn	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve CSAH 14 Roundabout Design Contract – Kimley-Horn. The suggested motion is as follows: “Move to approve CSAH 14 Roundabout Design Contract – Kimley-Horn.”	
Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects. Budget/Financial Implications: Funding will come out of 03-320-6273 account Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve <u>CEB</u> _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



April 7, 2025

Mr. Joe Triplett, P.E.
Director of Public Works/County Engineer
Chisago County
313 N. Main St.
Room 400
Center County, MN 55012

■
Suite 100
767 Eustis Street
St. Paul, Minnesota
55114

Re: Proposal for CSAH 14/Hemingway Roundabout Preliminary and Final Design Services

Dear Joe,

Thank you for the opportunity to submit this proposal for preliminary and final design services for the CSAH 14/Hemingway Roundabout project in Chisago County. Based on our discussions with you, we understand that the primary objective of this scope is to provide assistance to Chisago County in developing a preliminary and final design for a roundabout at the intersection of CSAH 14/Hemingway Avenue and include a 1000 ft multiuse trail extension to connect the school to the intersection. The project will also require right of way, geotechnical, and traffic engineering services.

Project Understanding

Chisago County has received Federal HSIP funding for improvements to the intersection of CSAH 14/Hemingway Avenue. The County has requested that Kimley-Horn provide a Scope of Services that includes project management, data collection, environmental documentation, stakeholder engagement, traffic study, preliminary design, final design, right of way services, surveying, final design, and wetland delineation for this intersection. The project will adhere to Minnesota Department of Transportation (MnDOT) State Aid standards for Federal Aid projects.

Scope of Services

The following is a summary of our proposed Scope of Services for the project.

Task 1 – Project Management

Kimley-Horn will provide project management and coordination services including quality assurance/quality control of the project deliverables.

1.1 Project Management/Administration

Kimley-Horn will coordinate project management activities including project monitoring, progress reports, the development of a detailed work

plan with specific staff assignments, and preparation of a project schedule indicating critical dates, milestones, and deliverables.

1.2 Kickoff Meeting

Kimley-Horn will hold a kickoff meeting with a Project Management Team (PMT) including Chisago County staff to discuss the scope and schedule for the project. Kimley-Horn will also hold an internal team kickoff meeting to review the project requirements with staff involved.

1.3 PMT Meetings

Hold up to four (14) subsequent PMT meetings to discuss issues that arise during the preliminary and final design work. These meetings will be timed by the milestone delivery dates for the geometric layout and final design plans. Kimley-Horn will be responsible for preparing meeting agendas, meeting minutes, and necessary exhibits to conduct the meetings.

1.4 Bi-weekly Phone Calls

Hold up to twenty-four (32) phone calls to discuss issues that may arise during the design process.

1.5 Quality Control Reviews

Kimley-Horn will coordinate quality control reviews of deliverables.

Deliverables: Meeting Minutes, Work Plan, Schedule and QA/QC Reviews.

Task 2 – Stakeholder Engagement

Post card, invites, boards, open house, attendance, etc.

Chisago County will lead the stakeholder engagement process. Kimley-Horn will provide materials for the County to use at stakeholder meetings and open houses. Materials include project layouts and presentation boards.

Deliverables: Meeting materials including layouts and presentation boards

Task 3 – Traffic Study

Kimley-Horn will complete a traffic study that will document the existing operations, design year operations, and safety issues. The traffic study will help confirm the proposed design of the project provides acceptable operations and assist in the evaluation of alternatives.

3.1 Data Collection

The data collection effort will include collecting traffic counts of the vehicle mix (cars, trucks, bus), pedestrian, and bicycle movements at the intersection of CSAH 14/Hemingway Avenue. The collection of the vehicle mix will be important in determining the design vehicle (most common vehicle on the route) and the control vehicle (largest vehicle the

route can accommodate). Data will be collected over the AM peak period (6am to 9am) and the PM peak period (3pm to 6pm) during a normal working day.

In addition to the traffic count data, the following items will also be collected:

- Posted speeds
- Existing roadway geometric information (number of lanes, lane width, taper rates).

3.2 Safety Analysis

A safety analysis will be completed to document the intersection and segment crash rates and crash severity rates for the most recent 5 year period of available data. The rates will be compared with the Minnesota average crash rates for similar facilities, to statistically measure roadway safety, and identify specific locations that may warrant safety improvements. Additionally, the corridor will also be driven to identify perceived safety problems that may exist.

3.3 Traffic Operational Analysis

Kimley-Horn will complete traffic operational analysis at the CSAH 14/Hemingway Avenue intersection. The intersection will be analyzed for existing year traffic volumes, no build (design year traffic volumes), and selected build alternative (design year traffic volumes) using Synchro/SimTraffic (Rodel for the Roundabout) for both the AM and PM peak hour. The existing year model will be validated based on observations made during site visits. Level of Service and delay will be determined along with average and 95th percentile queue lengths for existing conditions and the no build and build alternatives. The County will provide Kimley-Horn with forecast volumes to use for the no build and build design year traffic operational analysis.

The operational analysis for the build scenario will assist in the refinement of the roadway geometric design. Kimley-Horn will use the model outputs to determine what geometric and operational design elements need to be adjusted to achieve an acceptable geometric design and acceptable traffic operations.

3.4 ICE Report

Kimley-Horn will produce an ICE report that will be approved by both Chisago County and MnDOT Federal Aid. The report will include the data acquired from tasks 3.1 – 3.3 and include all figures and performance measures required by MnDOT Federal Aid for roundabouts.

Deliverables: An Intersection Control Evaluation (ICE) Report will be completed to document the existing operations analysis, design year build and no build traffic operations analysis, and crash analysis. The Intersection Control

Evaluation will be completed to determine the most appropriate intersection traffic control device.

Task 4 – Preliminary Design

The conceptual study as described in the Federal STP-UG funding application will be the basis for the preliminary design. Alternatives will be studied and vetted through the PMT as well as through the stakeholder engagement process. Decisions made throughout this process will be incorporated into the preliminary design. The preliminary design phase serves as the opportunity for stakeholders to provide critical input early in the project. At the conclusion of the preliminary design phase the design will be considered to be 30% complete. During this phase, it is assumed sufficient information is generated to define the final design of the identified improvements. Kimley-Horn will adhere to MnDOT State Aid criteria and submit a layout and cross sections for review.

4.1 Design Alternatives and Evaluation

Kimley-Horn will develop and evaluate conceptual alternatives in concert with the stakeholder engagement process. It is estimated that a maximum of three (3) conceptual alternatives will be developed. A preferred alternative will be selected through a process which combines technical analysis and stakeholder input. This process will be documented in an Alternative Evaluation Technical Memorandum. The preferred alternative will be used as the basis for preliminary design.

4.2 Preliminary Roadway Design

The preliminary design will establish the overall roadway design to be utilized in the final construction documents. Preliminary design of the roadway elements includes:

- Incorporating comments received during the stakeholder engagement and PMT evaluation
- Establishing the final horizontal and vertical design
- Completing preliminary cross-sections necessary to identify grading limits
- Identify necessary permanent and temporary easements

4.3 Private Utility Coordination

Kimley-Horn will meet with private utilities up to two (2) separate occasions during the preliminary design work. The meetings will be held to discuss the overall project improvements, schedule, utility conflicts, and overall project coordination. Kimley-Horn will prepare agendas, exhibits, and meeting minutes necessary to conduct the meetings.

4.4 Preliminary Opinion of Probable Cost

Kimley-Horn will develop an Engineer's Estimate of Probable Cost.

Deliverables: Alternative Evaluation Technical Memorandum, Conceptual Alternative Layouts, Preliminary Roadway Design Layout, Cross-sections, Preliminary Public Utility Layout, and Engineer's Estimate of Probable Cost.

TASK 5 – Final Design

5.1 Final Plans

Following County Board approval of the preliminary layout, we will finalize the design of the proposed improvements and develop detailed final design plans and specifications. The documents will satisfy the requirements of Chisago County, permitting agencies, and current MnDOT State Aid standards. The final plans will include the following sheets:

- Title Sheet
- General Layout
- Estimated Quantities
- Private Utility Contacts
- Soils, Construction Notes, Standard Plates
- Earthwork Tabulations and Summary
- Typical Sections
- Miscellaneous Details
- Standard Plan Sheets
- Construction Staging Plan
- Traffic Control Plan
- Topography and Inplace Utility Plan
- Removal Plan
- Right of Way Plan
- Alignment Plan and Tabulations
- Construction Plan and Profile
- Intersection Details
- Water Resource Notes
- Drainage and Erosion Control Plan
- Drainage Tabulations and Details
- Sanitary Sewer and Watermain Plan, Tabulations, and Details
- Erosion Control and Turf Establishment Plan
- Signing and Pavement Marking Plan Tabulations and Details
- Lighting Plan and Details
- Cross Sections

Microstation/Geopak files of the final plans will be provided to the County on a CD. The coordinates and elevations of all points will be provided in the County coordinate system. Kimley-Horn will also provide all Excel files used for design and construction plans as well as final plans and special provisions, signed by the professional engineer, in Adobe PDF format.

5.2 Specifications and Project Manual

Kimley-Horn will prepare the project manual and technical special provisions for the project to be submitted both in Microsoft Word and Adobe PDF format at the 95% plan submittal stage. The Project Manual will adhere to MnDOT Federal Aid requirements for federally funded projects.

5.3 Engineer's Opinion of Probable Cost (30%, 60%, 95%, 100%)

We will prepare cost estimates at the 30%, 60%, 95%, and 100% plan submittal stages to include proposed construction and any right-of-way/easement acquisition costs. Draft estimates will be prepared for review by the County. Comments from drafts will be incorporated into final cost estimates.

5.4 Bidding Phase Assistance

We will assist Chisago County during the bidding phase by distributing the plans and project manual to contractors, respond to contractor questions, and prepare addenda.

Task 5 Deliverables: Final Plans; Technical Specifications; Project Manual; Cost estimates at 30%, 60%, 95%, and 100% completion stages.

Task 6 – Geotechnical Design Services

6.1 Soil Borings

A Kimley-Horn subconsultant, Braun Intertec, will perform the subsurface investigation and analysis and prepare a report for the proposed roadway improvements. We are proposing to obtain a total of ten (10) soil borings at a depth of 5 to 10 feet. Actual soil boring locations and depths will be determined during the final design process.

6.2 Laboratory Testing

Laboratory tests of the soil borings will be completed. The tests will include classification (sieve analysis, density, moisture content, etc.) and one (1) R-value test.

6.3 Engineering Analysis and Reports

A final geotechnical report will be prepared to include the following:

- Description of the process for selecting boring site locations.
- Soil boring location map.
- Descriptions of drilling, sampling, test, and classification methods.
- Logs of test borings.
- Review of soil/groundwater conditions encountered.
- A detailed layout showing the limits of unsuitable foundation material.
- Recommendations for pavement design and construction.

- Recommendation regarding utility installations.

Task 7 – Right of Way Process**7.1 Review of Right of Way Needs and Refine Limits**

This task includes revising the geometrics, cross sections and grading limits based upon the results found during the right of way and detailed design process.

7.2 Preparation of Legal Descriptions

Pioneer Engineering will review the Deed or Title Commitment for each parcel and prepare a proposed easement description and exhibit suitable for recording for 3 parcels.

7.3 Survey of Acquisition Limits

Field survey of acquisition limits will be performed by Chisago County. It will include staking permanent right of way and temporary easements for the 8 impacted parcels. We have assumed that the field staking will be performed once offers have been made. Time includes coordination with Chisago County and property owners.

7.4 Meetings with Residents of Impacted Properties

This task includes up to 5 meetings with residents of impacted properties and reviewing and revising construction limits based upon the outcome of the meetings.

7.5 Parcel Sketches

We will develop up to eight (8) parcel sketches for the project that will be used by the right of way agent and the County during the appraisal process.

7.6 Right of Way Agent Services

Henning Professional Services (HPS) will provide the right of way agent services for the project. Their proposal is attached to this document.

7.7 Appraisal & Appraisal Review Services

Jason Messner, Patchin Messner Dodd & Brumm, and Kelly Lindstrom will provide appraisal and appraisal review services as detailed in their proposal, which is attached to Henning Professional Services cost proposal.

Task 8 – Wetland Delineation and Report

Kimley-Horn will complete a Level 1 Wetland Evaluation which includes a site visit and report. We will submit the report to agencies for review. We do not anticipate the need for formal survey or TEP meeting.

Estimated Costs/Fee

KHA will provide the Scope of Services identified above on an hourly labor fee plus expense basis. The following is a summary of our estimated fees and expenses.

TASK 1 – PROJECT MANAGEMENT	\$26,110
TASK 2 – STAKEHOLDER ENGAGEMENT	\$3,755
TASK 3 – TRAFFIC STUDY	\$15,050
TASK 4 – PRELIMINARY DESIGN	\$42,785
TASK 5 – FINAL DESIGN	\$153,270
TASK 6 – GEOTECHNICAL SERVICES	\$15,988
TASK 7 – RIGHT OF WAY SERVICES	\$28,275
TASK 8 – WETLAND DELINEATION AND REPORT	\$1,775
REIMBURSABLE EXPENSES	\$13,000
TOTAL	\$320,008

Labor fee will be billed according to our current standard hourly rate schedule. Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, etc.) will be charged as an office expense at 6.0% of the labor fee.

Schedule

Kimley-Horn will begin the preliminary design work on April 17A, 2025 after County Board authorization. The preliminary design work is anticipated to be completed by August 2025 and final design completed by November of 2026. This schedule was prepared to include reasonable allowances for review and approval times required by the County and other public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the County or for delays unforeseen in this scope.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



William C. Klingbeil, P.E.
Project Manager

Copy: Project File

CSAH 14
FEE ESTIMATE
4/9/2025

		Total Hours	Project Manager	Task Lead	Staff Engineer or Planner	Graduate Engineer or Planner	CAD/Graphics Designer	Admin	Estimated Fees
TASK 1 PROJECT MANAGEMENT									
1.1	Project Management/Administration	28	14					14	\$5,040
1.2	Kickoff Meeting	4	2	2					\$840
1.3	PMT Meetings	42	14	14				14	\$7,630
1.4	Bi-weekly Phone Calls	28	14	14					\$5,880
1.5	Quality Control Reviews	32	16	16					\$6,720
	Subtotal	134	60	46	0	0	0	28	\$26,110
TASK 2 STAKEHOLDER ENGAGEMENT									
2.1	Public Engagement Materials	29	1		8	16	4		\$3,755
	Subtotal	29	1	0	8	16	4	0	\$3,755
TASK 3 TRAFFIC STUDY									
3.1	Data Collection	17	1		4	8	4		\$2,215
3.2	Safety Analysis	29	1		8	16	4		\$3,755
3.3	Traffic and Operational Analysis	18	2		4	8	4		\$2,450
3.4	ICE Report	50	2		16	24	8		\$6,630
	Subtotal	114	6	0	32	56	20	0	\$15,050
TASK 4 PRELIMINARY DESIGN									
4.1	Design Alternatives and Evaluation	52	4		8	32	8		\$6,660
4.2	Preliminary Roadway Design	196	8	16	32	80	60		\$25,520
4.3	Private Utility Coordination	58	2		16	32	8		\$7,510
4.4	Preliminary Opinion of Probable Cost	25	1		4	16	4		\$3,095
	Subtotal	331	15	16	60	160	80	0	\$42,785
TASK 5 FINAL DESIGN									
5.1	Final Plans and Federal Aid Submittal	1032	32	100	180	380	340		\$134,920
5.2	Specifications and Project Manual	58	2		16	40			\$7,510
5.3	Engineers Opinion of Probable Cost	54	2		20	24	8		\$7,290
5.4	Bidding Phase Assistance	26	2		8	16			\$3,550
	Subtotal	1170	38	100	224	460	348	0	\$153,270
TASK 6 GEOTECHNICAL DESIGN SERVICES									
6.1	Soil Borings	5	1		2	2			\$785
6.2	Lab Testing	0							\$0
6.3	Engineering Analysis and Reports	5	1		2	2			\$785
	Subtotal	10	2	0	4	4	0	0	\$1,570
TASK 7 RIGHT OF WAY PROCESS									
7.1	Review of Right of Way Needs and Refine Limits	18	2		4	8	4		\$2,450
7.2	Preparation of Legal Descriptions	0							\$0
7.3	Survey of Acquisition Limits (Survey by Chisago County, coordination time for KH)	2		2					\$370
7.4	Meetings with Residents of Impacted Properties	0							\$0
7.5	Parcel Sketches	37	1		4	8	24		\$4,415
7.6	Right of Way Agent Services	0							\$0
7.7	Appraisal & Appraisal Review Services	0							\$0
	Subtotal	57	3	2	8	16	28	0	\$7,235
TASK 8 WETLAND DELINEATION AND REPORT									
8.1	Wetland Delineation and Report	13	1		4	8			\$1,775
	Subtotal	13	1	0	4	8	0	0	\$1,775
SUBCONSULTANTBRAUN INTERTECH (GEOTECHNICAL SERVICES)									\$14,418
SUBCONSULTANT HENNING PROFESSIONAL SERVICES (RIGHT OF WAY ACQUISITION)									\$41,040
REIMBURSABLE EXPENSES									\$ 13,000
TOTAL ESTIMATED PROJECT COST (FEES AND EXPENSES)									\$320,008

April 2, 2025

Proposal QTB213235

William C. Klingbeil, PE
Kimley-Horn & Associates, Inc.
767 North Eustis Street, Suite 100
St. Paul, MN 55114

Re: Proposal for a Geotechnical Evaluation
Chisago County CSAH 14 & Heminway Avenue Roadway Improvements
Lincoln Trail (CSAH 14) & Hemingway Avenue
North Branch, Minnesota

Dear Mr. Klingbeil:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the Chisago County (County) County State Aid Highway (CSAH) 14 and Hemingway Avenue Roadway Improvements Project at the referenced site.

Project Information

Per our email correspondence, we understand the proposed project will include improvements of Hemingway Avenue from 384th Court to just north of 383rd Street and Lincoln Trail (CSAH 14) from near the property located at 38196 Lincoln Trail to the east entrance of North Branch Middle School. The proposed improvements will include the construction of a new roundabout at the CSAH 14 and Hemingway Avenue intersection, as well as widening and reconstruction of the in-place roadways within the referenced project area. The proposed project will also include the installation of storm sewer.

The figure below shows an illustration of the proposed project area.

AA/EOE

Figure 1. Proposed Project Area



Image extracted from Google Earth.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of roadway improvements along Hemingway Avenue and CSAH 14 within the referenced project area.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal or grading of navigable paths.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Restoration of pavements is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by Braun Intertec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits

We will obtain a right-of-way permit with the County prior to beginning our fieldwork. We assume the County will waive permit fees as we will be completing the work for the County.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings within the existing drive lane, turn lanes, and/or roadway shoulders. We also anticipate the exploration locations will potentially require a flagging operation for drive lane closures, as well as turn lane and shoulder closures along the roadway alignments to alert motorists to our work area. We are including fees for a subcontractor to provide signage for closure of turn lanes or shoulders for a period of 1 day.

Penetration Test Borings

As requested, we will drill 10 standard penetration test (SPT) borings for the project to depths of 5 to 10 feet below the existing surface. We will perform standard penetration tests continuously in the upper 5 feet of the borings, and for the borings extending to 10 feet, we will perform standard penetration tests at 2 1/2-foot vertical intervals from 5 to 10 feet below the existing surface.

The figure below shows an illustration of our proposed boring locations, with 5 of the proposed borings lying within the roadway turn lanes, drive lanes, or shoulders, and five of the borings within the areas of widening off the roadways for the proposed project.

Figure 2. Proposed Boring Locations



Figure extracted from Google Earth.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We currently do not anticipate having to seal any of the boreholes.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	12	D2216	Soil classification, moisture condition, and engineering properties
Sieve analysis	2	D1140	Soil classification
Percent passing #200 sieve	3	D1140	Soil classification, and evaluate frost susceptibility
Organic content	2	D2974	Evaluate suitability of soils for reuse

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the soil borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.

- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement and utility subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the reconstructed roadways, including pavement sections.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 7 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 2 weeks after completion of field exploration.
- Draft report submittal – within about 3 weeks of completion of field exploration.
- Final report submittal – within 5 days of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of **\$14,417.50**. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Site Layout - Staking - Utility Clearance - CADD	\$1,730
Subcontracted Traffic Control	2,500
Drilling Services	4,870
Geotechnical Soil Tests	1,060
Evaluation/Analysis/Reports	4,257.50
Total	\$14,417.50

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms and conditions of the Master Agreement for Continuing Professional Services dated December 19, 2016.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jesse Hill-Male at 763.248.0148 (jhill-male@braunintertec.com) or Chris Kufner at 651.248.2850 (ckufner@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Jesse O. Hill-Male, EIT
Staff Engineer



Christopher R. Kufner, PE
Associate Director, Principal Engineer

Attachments:
Project Proposal QTB213235

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB213235

Chisago County CSAH 14 & Hemingway Ave Roadway Improvements

Client:

Kimley-Horn and Associates, Inc.
William C. Klingbeil
767 N. Eustis Street, Suite 100
Saint Paul, MN 55114

Work Site Address:

Hemingway Avenue & Lincoln Trail (CSAH 14)
North Branch, MN 55056

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Site Layout - Staking - Utility Clearance - CADD				\$1,730.00
205	Site layout and utility clearance	6.00	Hour	115.00	\$690.00
288	Project Assistant	2.00	Hour	100.00	\$200.00
371	CADD/Graphics Operator	2.00	Hour	140.00	\$280.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	6.00	Each	80.00	\$480.00
1862	UTIL Trip Charge	1.00	Each	80.00	\$80.00
Activity 1.2	Subcontracted Traffic Control				\$2,500.00
SUB	Subcontracted Traffic Control	1.00	Each	2,500.00	\$2,500.00
Activity 1.3	Drilling Services				\$4,870.00
9000	Truck Mounted Drilling Services, per hour	11.00	Each	420.00	\$4,620.00
1555	Bituminous patch material, per borehole	10.00	Each	25.00	\$250.00
Activity 1.4	Geotechnical Soil Tests				\$1,060.00
1166	Loss by Washing Through #200 Sieve, per sample	3.00	Each	100.00	\$300.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	160.00	\$320.00
1174	Organic Content, per sample	2.00	Each	100.00	\$200.00
1152	Moisture content, per sample	12.00	Each	20.00	\$240.00
Activity 1.5	Evaluation/Analysis/Reports				\$4,257.50
138	Project Assistant	4.00	Hour	100.00	\$400.00
126	Project Engineer	15.00	Hour	185.00	\$2,775.00
125	Project Manager	1.50	Hour	150.00	\$225.00
130	Principal Engineer	3.50	Hour	245.00	\$857.50
Phase 1 Total:					\$14,417.50

Proposal Total: \$14,417.50

April 9, 2025

Mr. William C. Klingbeil, PE
Kimley-Horn
767 Eustis St., Suite 100
St. Paul, MN 55114

Re: Right of Way Services Scope and Fee – Chisago County – CSAH 14/Hemingway - Roundabout

Dear Mr. Klingbeil,

I am pleased to offer right of way acquisition services to assist the Chisago County with securing the land rights for the CSAH 14/ Hemingway Roundabout Project. It is my understanding that this is a federally funded project and acquisition services are required for up to four parcels. The project includes federal funding and will require a R/W Certificate. I have assembled a solid acquisition team who has delivered numerous projects together in the past. Acquisition services will be provided by my firm and appraisal services will be provided by Patchin Messner Valuation Counselors with review by a MnDOT approved review appraiser.

Our team is proposing to provide the following scope of services which are provided in accordance with the MnDOT R/W Manual and FWHA guidelines:

Right of Way Agent Services:

- a) Maintain and provide acquisition spread sheets for information on acquisition
- b) Attend an open house and several PMT meetings, as needed
- c) Early Notification letter to owner with formal project information and property rights
- d) Contact the landowner and schedule Field Title Investigation meeting
- e) Conduct Field Title Investigation and complete Report, coordinating with Appraiser
- f) Work closely with the County and designer related to landowner questions and project details
- g) Prepare offer letter and packet for each parcel
- h) Present offer of compensation
- i) Negotiate purchase of the easements
- j) Draft Administrative Settlements as appropriate
- k) Obtain signed easements and provide executed documents to County
- l) Draft and submit Pay Request for payment to owner
- m) Process appraisal reimbursements for landowners, as needed
- n) This task will also provide coordination with the County Attorney (CA) who will provide the conveyance documents and other required legal documents and lender consents. If the CA were

to provide a sample document, Henning Professional Services, Inc. (HPS) could populate the documents and the CA would review and approve the final version.

- o) Provide parcel files to the County summarizing the acquisition at the end of the project
- p) Represent the County at the MnDOT review of the parcel files as related to the review required for the R/W Certificate #1.

Appraiser and Review Appraiser Services:

Patchin Messner Valuation Counselors, appraisers, will provide before and after appraisals. Appraisal reviews will be completed by a MnDOT pre-qualified appraiser to be selected as the schedule is more evident.

Assumptions:

- a) The County or their design consultant will provide the title work, parcel sketches, staking and survey services needed.
- b) Henning Professional Services, Inc. (HPS) is not a law firm and does not provide legal services. The county attorney (CA) will provide legal documents such as deeds, easements, consents, disclaimers, etc., as required. If the CA would like to provide templates, HPS can populate those templates but does require that the CA provide final review and approval as to form and content. The CA will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner.
- c) The County will provide review of any permits required (fence, sign, etc.) and request and issue permits as required.
- d) The County will record all documents that they would like recorded.
- e) The County will provide all tax forms such as 1099's.
- f) No relocation is included in this estimate.
- g) The CA will provide all eminent domain tasks, if needed. HPS assistance would be limited to providing all information and files in HPS's possession and to strategize with CA, if requested.
- h) This includes the time to acquire one lender consent for each parcel that includes a permanent acquisition, if needed. For temporary easement only parcels, we assume no lender consent will be required.
- i) Permanent acquisitions will be in easement, not fee.
- j) Translation services are not included in this proposal for any language other than English. Translation services would be provided by the county.

Estimated Fee:

Right of way agent services are provided on an hourly basis only for hours required. The proposed fee is estimated for the above scope of services:

Right of Way Agent Fees (\$5,900 per parcel avg. x 4 parcels)	\$ 23,600
Right of Way Project Manager at Meetings/R/W Certificate review, etc.	\$ 2,940
This estimates 14 hours	
Appraisal Fee 4 parcels	\$ 11,000
Appraisal Review Fee 4 at \$700 each	\$ 2,800
Estimated Expenses:	
Certified mail (4 parcels x \$75 each)	\$ 300
<u>Mileage estimate</u>	<u>\$ 400</u>

Estimated Fee	\$ 41,040
---------------	------------------

Please contact me at 651-955-5594 with any questions. Thank you for the opportunity to provide this proposal.

Sincerely,
Henning Professional Services, Inc.



Sonya A. Henning, PE
President

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 6
Title of Item for Consideration: TH 8 LRIP Grant Agreement	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Chisago County was awarded funding from the Minnesota Legislature to help the County fund the TH 8 Reconstruction project. This funding is for final design services. It will come in the form of a grant from the Local Road Improvement Program (LRIP). The LRIP grant will cover the contract amount in full. For the County to accept the grant funding, Agreement No. 1059797 must be executed, and the associated resolution passed. Attachment(s): - Resolution - Grant Agreement No. 1059797	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the grant funding, Agreement No. 1059797 and execute the resolution for TH 8. The suggested motion is as follows: <i>“Move to accept the grant funding, Agmt No. 1059797 and execute the resolution for TH 8.”</i>	
Implications of Action: Board approval at tonight’s meeting will allow County to access grant funding. Budget/Financial Implications: The project is funded with Local Road Improvement Program (LRIP) funds. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0521-X
LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
SAP 013-593-003

WHEREAS, Chisago County has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$2,726,215.55 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Chisago County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

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

OPPOSED: None

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

Approved: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 7
Title of Item for Consideration: Advance Construction Resolution for CSAH 30	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: The CSAH 30 Reconstruction Project requires additional State Aid funds, so we are requesting to advance funding from next year to close the gap. This is accounted for in the construction program for this year and next year. Attachment(s): Resolution Requesting an Advance on State Aid Construction Funds	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Advance Construction Resolution for CSAH 30. The suggested motion is as follows: <i>“Move to approve Advance Construction Resolution for CSAH 30. ”</i>	
Implications of Action: Approval will allow the County to complete the project. Budget/Financial Implications: Funding will come out of 03-325-6605 account. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve <u>CEB</u> _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0521-X
ADVANCE CONSTRUCTION RESOLUTION FOR CSAH 30

WHEREAS, the County of Chisago is planning to implement County State Aid Street Project(s) in 2025 which will require State Aid funds in excess of those available in its State Aid Regular/Municipal Construction Account, and

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

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

Account Balance as of date: May 1, 2025 \$ 4,500,573

Less estimated disbursements:

Project # 013-630-021	\$ 5,413,211
Bond Principle (if any)	\$ 0
Project Finals (overruns-if any)	\$ 0
Other _____	\$ _____
Total Estimated Disbursements	\$ 5,413,211

Advance Amount (amount in excess of acct balance) \$ 912,938

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Chisago in an amount up to \$912,938 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

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

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

OPPOSED: None

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

Approved: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator



CHISAGO COUNTY
BOARD OF COMMISSIONERS
May 21, 2025

8

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid – Commissioner Warrants

Pay Date: 05/22/2025

Recap by Fund	Fund	Amount	Name
	1	496,821.05	General Revenue Fund
	3	197,951.41	Road And Bridge Fund
	12	1,596.99	Capital Equipment Fund
	14	6,410.01	Solid Waste Fund
	18	130.00	Lake Imprvmnt Distr Maint
	76	95.43	Employee Recognition Agency Fu
All Funds		703,004.89	Total

Approved by,

Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
5/23/2025	\$ 189,182.97	5/21/2025	Commissioner Warrant
5/2/2025	\$ 94,204.20		Auditor Warrant
5/8/2025	\$ (168.00)		Auditor Warrant
5/9/2025	\$ 7,238.73		Auditor Warrant
5/12/2025	\$ 25,184.18		Auditor Warrant
	\$ -		Auditor Warrant
	\$ 315,642.08	Total	

Bills Paid – Auditor Warrants

Paid Date	Amount	Paid Date	Amount
5/06/2025	\$102,859.59		
5/09/2025	\$464,254.39		
05/13/2025	\$54,197.24		

Bills Paid – Manual Warrants (electronic payments)

Paid Date	Amount	Paid Date	Amount
4/30/2025	\$3,168.33	5/06/2025	\$1,287.55
5/02/2025	\$573,764.43	05/13/2025	\$6,926.90
5/05/2025	\$12,116.70		

Available with Clerk of the Board

VISA Paid – Auditor Warrants

Date: 5/06/2025

CK# 245376

Total Paid \$15,846.30

Card Holder	Department	Description	Amount Paid
Anklan, Derek	Sheriff's Office	DVS/Post Board Fees	\$134.84
Beckman, Matthew	Sheriff's Office	Lodging 7 deputies	\$1740.20
Brown, Ward	Facility Maintenance		
Burnham, Chase	Administration	K Malchow NB Chamber Lunch	\$20.80
Eckel, Jon	DES	Texting service ProPhoenix	\$200.00
Edmonds, Ryan	Sheriff's Office		
Elfelt, Benjamin	Zoning/Enviro Services		
Gates, Karen	Administration	Lodging-Residence Inn St. Cloud	\$215.21
Gray, Jonathan	Sheriff's Office		
Hendrickson, Mark	Probation Office	Online Testing/Language Line	\$1070.05
Istvanovich, Ronald	Sheriff's Office		
Konrad, Bridgitte	Auditor's Office	Lodging-Rutgers/Reg fees	\$717.94
Long, Karen	Recorder's Office	Lodging-Rutgers/Reg fees	\$1,124.41
Mahowald, Andrew	Sheriff's Office	Firearms trng/J Gage	\$550.00
Melby, Mary	Wellness Committee		
Moeller, Daryl	Assessor	Cont education class/D.Squyres	\$75.00
Mott, James	Sheriff's Office	UPS	\$174.92
Nielsen, Tony	Public Works		
Olds, Joshua	Sheriff's Office	Firearms trng/M Lalonde	\$550.00
Olson, Lori	Sheriff's Office		
Parker, Mike	DES	Ebay/equip for portable radios	\$100.93
Puelston, Kyle	Sheriff's Office	Various purchases	\$1,573.46
Reiter, Janet	Attorney's Office	Fees and Lodging witness	\$683.83
Schneider, Kurt	Zoning/Enviro Services	Membership and reg fee	\$687.00
Sellman, Scott	Sheriff's Office		
Shimmon, Barbara	Public Works	Lodging-Best Western/postage	\$739.70
Stein, Nichole	Sheriff's Office	Lodging-Rutgers	\$644.28
Stovern, Alicia	Sheriff's Office		
Tart, Joseph	Zoning/Enviro Services	Lighting	\$301.94
Thyen, Brandon	Sheriff's Office	Parking	\$10.00

Triplett, Joseph	Public Works	Lodging/survey	\$2927.85
Waddell, Kristin	Finance	Lodging/reg fee	\$1017.94
Weber, Dan	DES	Premium Plus	\$22.00
Wilton, Dennis	DES	Reg Fee – R Gulbrantson	\$564.00
Wood, Justin	Sheriff's Office		

VISA Paid – HHS

Date: 5/02/2025

CK# 526335

Total Paid \$45.26

Card Holder	Department	Description	Amount Paid
McMurray, Todd	HHS		
Krona, Tracy	HHS	Walmart/ISD 138	\$45.26

Available with Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, May 07, 2025**

TAB 9

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, May 07, 2025 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

Commissioner Greene offered a motion to approve the amended agenda, with the addition of a discussion of the recent letter from the Auditor-Treasurer's Office regarding the MN Property Tax Refund. 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 Swenson, the board moved to open the Health and Human Services Committee of the Whole at 6:32 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Dahlberg gave the gavel to Vice-Chair Greene.

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

On motion by Swenson, seconded by Dunne, the Board moved to add items 1-8 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 6:42 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Fraud Prevention Invest. Agmt through 6.30.2027
- 4.) HHS Committee Recommendation – Grant for Fraud Prevention Invest. 2026–2027
- 5.) HHS Committee Recommendation – Out of State Travel Request – Connecticut
- 6.) HHS Committee Recommendation – Opioid Settlement Q1 Staff Expenses
- 7.) HHS Committee Recommendation – LOA with the Hazelden Betty Ford Foundation
- 8.) HHS Committee Recommendation – Hazelden Scholarships LOA 2025–2026
- 9.) Minutes from the April 16th, 2025, Meeting
- 10.) Payment of County's Warrants and Miscellaneous Bills **Total:** \$605,690.99
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.
- 11.) Recognition of Staff Mary Anniversaries
- 12.) Citizen Appointments to the Water Plan Policy Team – Jerry Webb and Ashley Ricci term through 01/04/2028
- 13.) Temp. Liquor Licenses – Franconia Sculpture Park (4 events)
- 14.) Renewal of Liquor, Wine, Club and 3.2% Licenses

PRESENTATION:

Chisago County Childcare Coalition Update

PRESENTATION:

2024 Annual Midwest Medical Examiner's Report

On motion by Dunne, seconded by Montzka, the Board moved to approve the 2023 Emergency Management Performance Grant between MN Department of Public Safety and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the ECN 911 All Solution Software Memorandum of Understanding between the State of Minnesota and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the State of Minnesota Interconnection Security Agreement between MN Bureau of Criminal Apprehension and Flock for the benefit of Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Swenson, the Board moved to authorize and direct County Staff to facilitate Planning Commission review and amendment of the Chisago County Zoning Ordinance in consideration of Horse / Equine Training, Boarding, Breeding, Showing, Businesses in the Agricultural District and schedule any resulting public hearing review of recommended update(s) before the Chisago County Planning Commission [or as may be amended]. 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 adopt Resolution No. 25/0505-1 a Resolution of the County Board of Commissioners Providing Policy Direction and Authorizing the Parks Department to Issue Agreements for Recreational Organizations and Concessionaires to Use of County Park Concessions Facilities [or as may be amended]. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 25/0507-1

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, AUTHORIZING THE PARKS DEPARTMENT TO ISSUE AGREEMENTS FOR RECREATIONAL ORGANIZATIONS AND CONCESSIONAIRES FOR THE USE OF PARK FACILITIES FOR CONCESSIONS

WHEREAS, it is the intent of Chisago County to generally allow concessions of recreational organizations, concessionaires, and clubs in County Parks; and

WHEREAS, the purpose of this policy resolution is to determine whom the County Parks Department will offer concession privileges to and under what terms it will offer such privileges; and

WHEREAS, concession privileges in Chisago County Parks and County Parks buildings will only be granted with pre-approval by the County Parks Director to the following recognized Chisago County based Athletic Groups and Clubs:

Recognized Chisago County Athletic Groups and Organizations:

Youth Athletic Groups: This includes ISD #2144, ISD #138, ISD#139, Chisago County Private Schools, Lakes Area Recreation Association (LARA), North Branch Area Athletic association (NBAAA); Rush City Youth Sports Club (RCYSC); other clubs and individuals teams with roster of 50% or more Chisago County residents (must provide roster with request).

Adult Athletic or Food Service Groups: Adult league sporting groups based in and comprised of Chisago County residents and Licensed mobile food trucks & vendors

Clubs & Organizations: Lindstrom Historical Society (Friends of the Karl Oskar House); Lions, Rotary, Volunteer Fire, and other vested Chisago County based civic clubs based in and comprised of Chisago County residents.

WHEREAS, for those county parks facilities with concessions venues, priority of concession scheduling and operations will be granted to the primary user of the facility designated below:

Ki-Chi-Saga Park: Primary User – Lakes Area Recreation Association

Kost Park: n/a

Checkerboard Park: n/a

Fish Lake Park: n/a

Dennis Frandsen Park: n/a

If the primary user declines to operate concessions, it is open for review to any of the above recognized groups and organizations; and

WHEREAS, all other concessions or concessionaires will not be allowed to operate in Chisago County Parks or Park Buildings unless pre-approved on a case by case basis as determined by the County Parks Director; and

WHEREAS, Chisago County mandates that all concessionaires abide by county policies including those applying to risk management, non-discrimination, personnel and food service sanitation; and

WHEREAS, Chisago County agrees to grant the recognized Chisago County based athletic groups and clubs that have been granted concession privileges the right to use and operate any concession related equipment that is housed in a county park building; and

WHEREAS, the recognized Chisago County based athletic groups and clubs that have been granted concession privileges agrees to grant the County the right to use and operate any concessionaires related equipment that is housed in a county park building for any special events or co-sponsored programs run by or sanctioned by the County Parks Department at no cost to the County; and

WHEREAS, Chisago County reserves the right to charge concession space fees and may in lieu of paying said fee(s) to the County to operate a concession stand, authorize the Primary recognized Chisago County Groups and Clubs who operate a concession to work with the County to provide input and financial assistance on selected, mutually agreed upon, improvement projects at Chisago County Parks, Park buildings and Park facilities; and

WHEREAS, Chisago County reserves the right to charge reservation and operational fees for non-Primary user access to Park concession and concessionaires facilities and buildings pursuant to the annually adopted county fee schedule and individually executed Concession Use Agreement;

WHEREAS, the County reserves the right to terminate any concessions privileges granted at any time without liability if the terms of this policy and any affiliated agreements are not complied with or for other good and reasonable cause.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby adopts this policy and authorizes the Chisago County Parks Department to administer this policy and to issue concession agreements consistent with the above stated policies for recreational organizations use of Park Facilities for concessions purposes on terms negotiated by the Parks Director or his designee and reviewed and approved as to form by the County Attorney's Office.

On motion by Montzka, seconded by Swenson, the Board moved to authorize and sign the attached agreements between the Wyoming and North Branch Police Departments and the County as required by the FBI and the MN BCA. Authorized the DES Director to also sign these agreements as the County designated LASO (Local Agency Security Officer) to the Mn BCA and FBI. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the out of state travel request for Mike Parker to attend the National APCO and Motorola Trunked User Group training in Baltimore, MD July 27-30th. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the proposed Probation remodel plan with an estimated cost of \$1,567,500.00 to be paid from general fund balance. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Commissioner Montzka explained the letter sent to homesteaded property owners and the mistaken 'line 1' amount and its impact on individuals MN Property Tax Refund amount. **No action taken.**

CITIZENS FORUM

TIME – 8:24 p.m.

END TIME – 8:27 p.m.

of SPEAKERS – 1

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

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

On motion by Swenson, seconded by Montzka, the Board moved to proclaim May 4-10 as Public Service Recognition Week. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board adjourned the meeting at 8:52 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Dan Dahlberg, Chair

Attest:_____

Christina Vollrath

Clerk of the Board

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 10
Title of Item for Consideration: Final Plat – Peltier Estates	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: The Planning Commission recommended approval of the Preliminary Plat on February 6, 2025; and the Board approved the Preliminary Plat on February 19, 2025.	
Background: Property owners Craig and Patti Peltier and applicant Shelby Peltier and Shawn Kupcho are requesting Final Plat approval of Peltier Estates. The subject 45.8± acre property is proposed to be divided out resulting in 2 lots. The property is generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township, (PID # 02.00557.00). 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 has reviewed development related title evidence and finds it to be satisfactory. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. Attachment(s): • Draft Resolution of Approval • Legal Opinion Memo Final Plat Peltier Estates • Final Plat (full size presented at meeting)	
Action Requested/Recommended: It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Peltier Estates Final Plat. The following motion is suggested: <i>“Move to Approve Resolution No. 25/0521-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Peltier Estates generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township, (PID # 02.00557.00).”</i>	

Implications of Action: Recommended Board action grants approval of the Peltier Estates Final Plat as presented. Once approved and recorded, the new property configurations and parcels will take effect.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.

Administrator's Recommendation

Approve _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Office of the Chisago County Attorney

Janet Reiter, County Attorney

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

May 13, 2025

LEGAL OPINION MEMO

To: Dan Dahlberg, Chairperson
Chisago County Board of Commissioners

From: Jeffrey B. Fuge, Assistant County Attorney

Re: Review of Final Plat – Plat of Peltier Estates
Fee Title Owner: Steven Olson, Ann Byers, Gary Olson and LaDonna Olson, as joint tenants.
Applicant/Subdivider: Robert Boyce

Chairperson Dahlberg:

The County Attorney's Office provides this legal opinion memo to the County Board of Commissioners with respect to the approval of the Final Plat of Peltier Estates. The consideration of this matter has been placed on the agenda for the meeting of May 21, 2025.

The legal opinion memo provides the statement required by Section 3.07 B. 3 of the Chisago County Subdivision Ordinance as part of the final plat review and approval process. Said provision requires the County Attorney's Office to issue opinions as to whether the title evidence presented is in an acceptable form and whether the title evidence demonstrates that fee simple title to the properties platted are in the name of the applicant/subdivider or in the name of the owner on whose behalf the application is made.

The County Attorney's Office has reviewed a copy of the Title Policy, issued on April 16, 2025, insuring fee title in the name of Craig T. Peltier and Patti A. Peltier, husband and wife.

Satisfactory Title Evidence

The Subdivision Ordinance at Section 2 defines "Acceptable Form of Title Evidence" to mean evidence of title in the form of either 1) an up-to-date abstract of title or certificate of title with a title opinion of the subdivider's attorney; or 2) a current an in force title policy.

In this instance, the form of title evidence received in the form of the Title, referenced above, meets the technical requirements of Acceptable Form of Title Evidence. The title evidence supplied by the applicant satisfactorily demonstrates, in the opinion of the County Attorney's Office, that on a substantive basis as of on April 16, 2025 that fee title in the property was vested in the names of Craig T. Peltier and Patti A. Peltier, husband and wife.

Opinion as to Fee Title

Section 3.07 B. 3 of the Subdivision Ordinance requires the County Attorney's Office to provide the County Board with a statement as to whether the fee simple title to the platted property is in the names of the subdividers. Based upon a review of the documentation on file with the Environmental Services Department as referenced above, the County Attorney's Office advises the County Board that fee title to the platted property is in the names of, Craig T. Peltier and Patti A. Peltier, husband and wife, the names of the owners on whose behalf the application was made.

A copy of this memo is provided to the Environmental Services Department with instructions to place the same on file.

cc: Beth Gervais, Land Services Coordinator



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0521-X

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

WHEREAS, property owners Craig Peltier & Patti Peltier submitted a request for the Final Plat of Peltier Estates on April 30, 2025; and

WHEREAS, the property owners wish to create one 24.98-acre lot from the 45.8± acre subject site; and

WHEREAS, the subject site is generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 02.00557.00

NOTE: Applicable portions of the property descriptions contained in Warranty Deed Doc. No. 287781 are shown in bold below.

The North Half of the Northwest Quarter (N 1/2 of NW 1/4), of Section Twenty-three (23), Township Thirty-four (34), Range Twenty (20); subject to public roads; and

The South Half of the Southwest Quarter (S 1/2 of SW 1/4), of Section Fourteen (14), Township Thirty-four (34), Range Twenty (20); also the following described tract:

Commencing at the southwest corner of the NE 1/4 of SW 1/4 of Section 14, Township 34, Range 20, running thence North on 1/16 section line to the center of the Taylors Falls and Sunrise Road (now Furuby Road), thence following the center of said road in a southeasterly direction to where the same crosses the 1/16 section line which divides the NE 1/4 of SW 1/4 from the SE 1/4 of SW 1/4, thence West on the last described 1/16 section line to place of beginning, hereby intending to convey all that part of the NE 1/4 of the SW 1/4 of said Section 14, which lies southwest of the road leading from Taylors Falls to Sunrise City, and containing 3 acres, more or less. Excepting, however, that part of the above described premises heretoforth conveyed to the Lindstrom Creamery Company, Chisago County, Minnesota, as described in Book 10 of Deeds on page 68 in the office of the County Recorder of Chisago County, Minnesota; and Except: The South 775 feet of the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section Twenty-three (23), the West 835 feet of that part of said North Half of Northwest Quarter (N 1/2 of NW 1/4), lying North of the South 775 feet thereof and the West 835 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) of Section Fourteen (14), all in Township Thirty-four (34) North, Range Twenty (20) West, Chisago County, Minnesota; and

Except: The West 420 feet of that part of the Northeast Quarter of the Southwest Quarter of Section 14, lying southerly of County State Aid Highway No. 20 (also known as Furuby Road); and, the West 420 feet of the North 156 feet of the Southeast Quarter of the Southwest Quarter of Section 14; both parcels are in Township 34 North, Range 20 West, Chisago County, Minnesota, together containing 5.0 acres, more or less; and Except: The East 155 feet of the West 575 feet of the North 156 feet of the Southeast Quarter of Section 14, Township 34 North, Range 20 West, Chisago County, Minnesota, and that part of the East 155 feet of the West 575 feet of the Northeast Quarter of the Southwest Quarter of said Section 14, which lies southerly of the center line of County State Aid Highway No. 20 (also known as Furuby Road); and
Except: The North 200 feet of the South 975 feet of all that part of the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section 23, Township 34 North, Range 20 West, Chisago County, Minnesota, lying East of the West 835 feet thereof; and

ALSO EXCEPT (per Warranty Deed Doc. No. A360621)

That part of the East 545 feet of the Northeast Quarter of the Southwest Quarter of Section 14, lying Southerly of the center line of Furuby Road (also known as County State Aid Highway No. 20) and the North 400 feet of the East 545 feet of the Southeast Quarter of the Southwest Quarter of said Section 14. Together with the South 56 feet of the North 456 feet of the West 86 feet of the East 288 feet of said Southeast Quarter of the Southwest Quarter all in Township 34, Range 20 West, Chisago County, Minnesota.

ALSO EXCEPT

The South 502.39 feet of the Southeast Quarter of the Southwest Quarter of Section 14, Township 34, Range 20, Chisago County, Minnesota and the South 502.39 feet of the Southwest Quarter of the Southwest Quarter of said Section 14, lying East of the West 835.00 feet thereof.

WHEREAS, the Preliminary Plat of Peltier Estates was recommended for approval by the Planning Commission on February 6, 2025 and approved by the County Board on February 19, 2025; and

WHEREAS, the Final Plat submitted on April 30, 2025 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the applicants have submitted and the County has received title evidence in the form of a title policy issued on April 16, 2025, and the County Attorney's Office has rendered an opinion that said title policy satisfactorily demonstrates, as required by Section 3.07 of the Chisago County Subdivision Ordinance, that fee title to the property subject to the application for Final Plat is in the names of Craig Peltier & Patti Peltier, as husband and wife, on whose behalf the application for Final Plat has been made.

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

1. The Final Plat of Peltier Estates is approved as submitted on April 30, 2025. 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 property owners shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

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

OPPOSED: None

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

Approved: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 11
Title of Item for Consideration: Snowmobile Maintenance and Grooming Applications	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor's Office
Previous Action on this Matter: Annually the Board of Commissioners is asked to approve the snowmobile clubs applications.	
Background: The Chisago County Board of Commissioners must act as the legal sponsor for each application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by independent snowmobile clubs. Chisago County has three (2) snowmobile organization requesting sponsorships: Wild River Snowmobile Club, and Rush City Sno-Bugs. Attachment(s): • Resolutions - 'Authorizing Sponsorship of Snowmobile Trails Operated by Club Name' • Maintenance and Grooming Applications (available on request)	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted resolution, approving the Maintenance and Grooming Applications for the Chisago County Snowmobile Organizations requesting sponsorship. The following motion is suggested; "Move to approve the Maintenance and Grooming Applications for the Chisago County Snowmobile Organizations requesting sponsorship."	
Implications of Action: By approving the resolution the County will act as the legal sponsor for the application for funding from the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Chisago County Snowmobile Organizations requesting sponsorship.	

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0521-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE WILD RIVER SNOWMOBILE CLUB AND RUSH CITY SNO-BUGS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for the applications for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Wild River Snowmobile Club and Rush City Sno-Bug

BE IT FURTHER RESOLVED, that upon approval of the applications by the state, the Chisago County Board of Commissioners may enter into agreements with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreements.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced projects.

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

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

OPPOSED: None

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

Approved: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 12
Title of Item for Consideration: SBDC 2024 Annual Report	
Action Requested by: Nancy Hoffman, Director	Department: HRA-EDA
Previous Action on this Matter: None	
Background: The HRA-EDA is a satellite office of the Small Business Development Center (SBDC). Staff would like to present the annual report for 2024. Attachment(s): SBDC 2024 annual report	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the SBDC 2024 Annual Report. The suggested motion is as follows: <i>“Move to accept the SBDC 2024 Annual Report.”</i>	
Implications of Action: By presenting to the Board of Commissioners, the Board will be aware of the actions and activities of the SBDC in Chisago County. Budget/Financial Implications: None. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

2024 SBDC Report



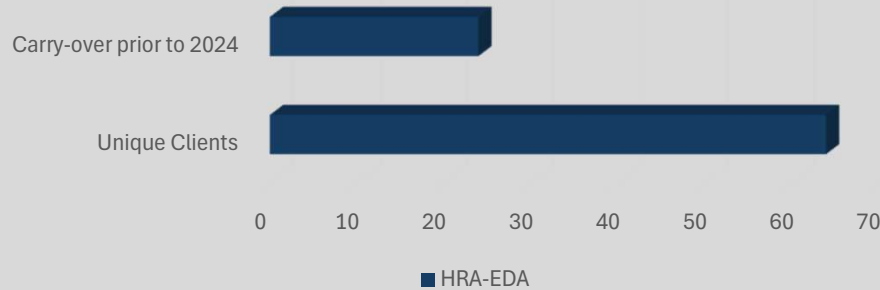
Billable Hours

2024

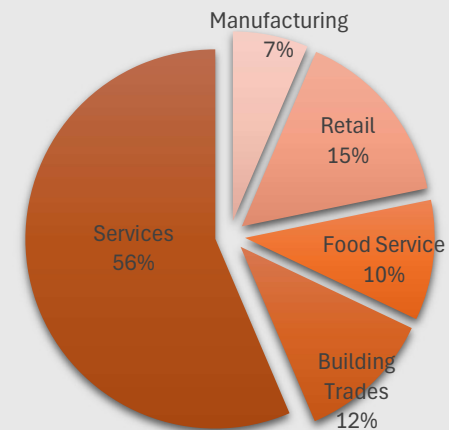
HRA-EDA Office

555.25

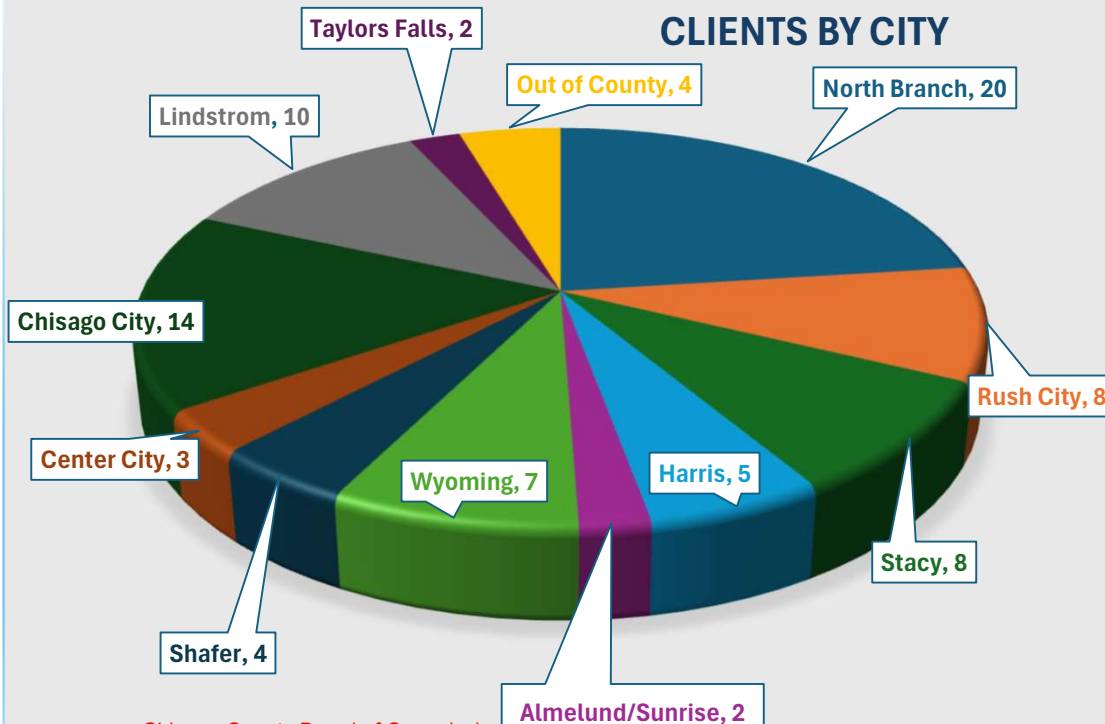
Current Clients



Clients by industry



CLIENTS BY CITY



Client Status

Existing Business	40
Purchasing Existing Business	4
Selling Existing Business	3
Preventure	43
Business Started in 2024	13
Seeking Patent	0
Business Securing Funds	4
No Longer Pursuing Business	7

Environmental Services Department

Directors Update



Meeting Date: May 21, 2025	Item Number: 13
Title of Item for Consideration: Environmental Services Directors Update	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action: Enclosed within your packets are several Department of Environmental Services presentation/action item(s). Prior action history associated with these Action items are further detailed in their corresponding RBA reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item public hearing or file documents in advance of your meeting.	
General Department Updates & Information: - Revenue associated with land use and construction permit activity thru April 30th is \$300,757 representing 27.3% of projected 2025 budget revenue. The general permit activity tabulations report/table for April is under review and will be provided at the Board meeting. - Tyler Enterprise Permitting (online permitting) is live and we are transitioning to full operational status. Current capacity to apply for permits remotely and inspector utilization of remote tablets/devices to log inspections in real time has commenced. Additional electronic inspection request features have been disabled at startup as we acclimate and prioritize full software and office functionality. - The Departments seasonal hiring is complete. The Department has retained a total of 12 aquatic invasive species inspectors; 12 parks seasonals (<i>maintenance, rangers, collection clerks</i>); and 1 household hazardous waste facility assistant for a total of 25 seasonal employees. Many thanks to the Human Resources team with onboarding and hiring assistance in the process! - The County Household Hazardous Waste (HHW) facility renovation project is in full swing with all demolition activities complete and construction on new renovation improvements progressing on schedule. Facility operations to the public have not been disrupted in any major capacity yet. Provided the schedule holds true, most of the project work on the facility should be buttoned up by end of May. Here is a	

general update to help with an understanding of the scope of improvements being implemented in the project:

- The office-space and expanded re-use room are nearing completion with walls removed, new ceiling/lights/HVAC/cabinets installed, and walls painted. Boiler and new water heater will be installed next.
- The Flammables shed has been moved and replaced on a lowered concrete slab to make it walk-in ready/ergonomically safer.
- The south open end of the warehouse has been framed in and insulated and is awaiting siding and garage doors.
- The safety shower in the warehouse has been rebuilt to ADA requirements, and the ventilation fan will be installed next.
- Once the general contractor work is complete, County Maintenance will assist with setup of recycled cubical walls/office spaces anticipating staff can move back into the building by end of June.
- Parks Division is revisiting the status of the drafted and previously submitted Regional Fish Lake Park master plan. Landscape Architects HKGI are retained to update and address recommended changes within the plan and will be working within parks operations budget to revise and re-submit the plan for formal Regional Designation in the coming month(s). Staff will be presenting the adjusted plan to the Park Board and County Board for re-approval once complete.

Attachment(s):

- General Permit Activity Table – April 2025 (Distributed at meeting)
- *Draft* Board of Adjustment and Appeals Public Hearing(s) Notice – May 29, 2025 Cancelled
- *Draft* Planning Commission Public Hearing(s) Notice – June 5, 2025=

Action Requested/Recommended: It is respectfully requested that the Board affirmatively consider and receive the Environmental Services Department Directors Update. The recommended motion is:

“Move to receive the May 21, 2025, Environmental Services Department Directors Update as presented.”

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Press
East Central Post Review

Please publish the following as a legal notice in your next edition:

The Chisago County Planning Commission will meet on Thursday, June 5, 2025, at 7:00 p.m. in the County Board Room at the Chisago County Government Center, 313 N. Main Street, Center City, MN. The Commission's tour of the agenda item(s) has been scheduled for Wednesday, June 4, 2025, at 9:00 a.m., departing from Chisago County Public Works at 31325 Oasis Road, Center City, MN. The Chisago County Board of Commissioners will receive the Planning Commission's recommendations and review applications on Wednesday, June 18, 2025, at 6:30 p.m. The meetings and tour are open to the public.

The following items will be included on the June 5, 2025, Planning Commission agenda:

Public Hearings:

- a) **D & D Rehab** – Property owner D & D Rehab, represented by applicants Randy Keen and Kelly Jordan, is requesting approval of the Preliminary Plat of Krans Lake Overlook involving the creation of two 5± acre lots from a 41± acre tract of land. The subject site is zoned Agricultural (AG) District / Shoreland Management District and generally located at the northwest corner of the intersection of Brunswick Road and Tucker Street in Fish Lake Township, S7, T36, R22 (PID 03.00077.20).
- b) **Robert Hawkinson Revocable Trust** – Property owner Robert Hawkinson Revocable Trust, represented by applicants Nils Hawkinson and Kelly Jordan, is requesting approval of the Preliminary Plat of Pleasant Valley Hollow involving the creation of one 5-acre lot from a 65± acre tract of land. The subject site is zoned Agricultural (AG) District / Shoreland Management District and located at 16897 Pleasant Valley Road in Franconia Township, S7, T33, R19 (PID 04.00113.00).

This notice includes the complete Public Hearing portion of the agenda. The full agenda, including Old Business, New Business, and Miscellaneous items, will be posted on the County's website – www.chisagocountymn.gov/agendacenter – on or before Friday, May 30, 2025.

cc: Chisago County Planning Commission

Confirmation & Billing:

Please e-mail back confirmation of your receipt of this legal notice to sarah.scheunemann@chisagocountymn.gov.

Please send invoice and affidavit of publication to:

Chisago County Department of Environmental Services, Attn: Sarah Scheunemann
313 N. Main Street, Suite 240, Center City, MN 55012

Billing Description: PC 06/05/25

**With no business to discuss or act on,
the Board of Adjustment & Appeals'
May 28, 2025 tour and
May 29, 2025 meeting have been
CANCELED.**

**CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
May 1, 2025**

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, May 1, 2025, at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Director of Environmental Services; 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, Chip Yeager, Chris DuBose, John Sutcliffe, and Jolene Wille. Absent: None. A quorum was established with all members present. Also present: Ex Officio County Commissioners Rick Greene and Dan Dahlberg.

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

Approval of Minutes – Motion by DuBose to approve the April 3, 2025 regular meeting minutes as presented; second by Leivian. The **motion passed** 7-0.

Receive all Materials and Submittals into Record – Motion by Leivian to accept all materials and submittals into the record, including the addition of a Request for County Board Action prepared by Director Schneider for Zoning Ordinance Horse / Equine Training, Boarding, Breeding, Showing, Businesses in the Agricultural District (agenda item 8.b.); second by Yeager. The **motion passed** 7-0. 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 meeting materials were made available for the public.

Public Hearings – New Applications

Adam & Sharalyn Stenberg and Ronald Swanson – Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson petitioned for the Rezoning of one 13± acre parcel from Rural Residential (RR) District to Agricultural (AG) District. The subject property was located at 37454 Vibo Trail in Sunrise Township, S29, T35, R20 (PID 09.00314.00).

Coordinator Gervais reviewed details of the subject site, sharing that it was located at the southwest corner of the intersection of Vibo Trail and 375th Street / CSAH 11. Staff estimated the subject RR District to be 60 acres in size with approximately 12 unique parcels, and the subject site accounted for approximately one-fifth of the district in terms of land area. The subject RR District was surrounded by the AG District, with the subject site abutting the AG District to the east and south. Gervais briefly reviewed details of the surrounding properties. Based on its proximity to the Sunrise River, Gervais noted that the subject site was also subject to the regulations of the Sunrise River Overlay (SO) District. The primary impacts of the SO District classification, as they related to the subject site, included a 200' structural and septic system setback from the Ordinary High Water Level and a minimum lot width of 300' at the structural setback line (front lot line) and along any frontage of the river. Gervais reviewed minimum lot area and dimensional requirements for the RR and AG Districts, commenting that the subject site exceeded all minimum requirements for the AG District.

The Technical Review Committee met with property owner Adam Stenberg on April 9, 2025. The group discussed differences between the RR and AG Districts and potential impacts to the subject site, as well as discussing impacts of the SO District classification. The Committee did not identify any immediate concerns with the proposed Rezoning. The Sunrise Town Board considered the proposed Rezoning at its April 17, 2025

meeting and recommended approval with no comments or recommended conditions. The petition was submitted on March 28, 2025 and deemed complete on April 2, 2025 and, being that Amendments to the County's official controls were not subject to the State mandated 60-Day rule, there was no required timeframe for decision.

Gervais provided a recommendation of approval with draft findings of fact for the Commission's consideration. In addition, she also referenced the "Pyramid of Discretion", explaining that the County had the greatest amount of discretion when creating local laws and the least amount of discretion when administering those laws. In regard to the petitioned Rezoning, Gervais noted that the Planning Commission had the broadest discretion to consider how the request moved forward. Gervais concluded by reviewing the options available to the Planning Commission.

Chair Wille invited the property owners and applicant to address the Commission. Property owner Adam Stenberg and applicant Ronald Swanson were present. Stenberg expressed appreciation toward staff for their assistance. Stenberg shared that the property had been in the family for six decades and they mistakenly believed that the property was already zoned as Agricultural.

Yeager inquired about current accessory structure and accessory storage space regulations within the RR District, specifically in regard to maximum cumulative footprint and maximum number of detached accessory structures, compared to the AG District. Gervais replied that properties in the RR District were limited to a maximum of two detached accessory structures and a maximum cumulative footprint of 2,400 sf of accessory storage space, whereas properties in the AG District were not subject to limitations on either cumulative footprint or number of detached structures.

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

Whitney offered and inquired about a possible scenario in which the proposed Rezoning was approved and the property owner and applicant further developed the property with multiple detached accessory structures, asking if the property owner and applicant could potentially petition for the property to be Rezoned back to RR District despite the number of detached accessory structures and cumulative amount of accessory storage space. Gervais responded that, if they constructed additional detached accessory structures and then wanted to Rezone back to RR District, staff would inform them that the property would not be eligible for Rezoning as it had too many detached accessory structures and/or an excessive amount of accessory storage space on the property. Whitney followed up by asking if the property and structures would be grandfathered in because the buildings were already there. Gervais responded that the Zoning Ordinance provided certain circumstances in which grandfathering of detached accessory structures would apply but Rezoning was not one of those circumstances. Schneider addressed scenarios in which accessory structures could be grandfathered, including platting of the land, and noted that there could possibly be options for a second Rezoning in the future. Whitney expressed concern that this wasn't the first time a RR District property owner had requested a Rezoning to the AG District to have the ability to construct more accessory structures than allowed in the RR District, and suggested that the Commission review the RR District regulations.

McCarthy inquired about the historical nature of this particular RR District as typically RR Districts abutted dense urban areas and provided a transition into the Agricultural area, and this particular RR District was not adjacent to an urban area. In response, DuBose commented that there were several small parcels within this particular RR District, and it may have been zoned RR District to accommodate those smaller parcels.

Motion by DuBose to adopt Resolution No. PC2025-0501, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District, with Findings of Fact as presented; second by Leivian. The **motion passed** 7-

Public Hearings – Continued Hearings – None

Old Business

County Board Requested Rural Retail Tourism / Wedding Venue Discussion – Gervais provided a brief update to the Commission informing them that staff had updated the draft Rural Retail Tourism materials with all feedback provided by the Commission at its April 3, 2025 meeting, including the Rural Retail Tourism Classification and Requirements Matrix and Zoning Ordinance Section 4.17. Gervais also informed the Planning Commission that staff was requesting that the Commission reconsider the proposed Class 2 roadway setback as discussed during the April 3, 2025 meeting, sharing that consensus was reached to require a 100-foot roadway setback for Class 2 uses; however, the Commission didn't discuss how the setback would be measured and that the different road types had varying minimum setback requirements, with some minimum roadway setbacks being more than 100'. Gervais also requested that the Commission further review the matrix and address / complete certain cells which had been highlighted by staff.

DuBose suggested that the minimum roadway setback for Class 2 uses be 100' and the minimum for Class 3 uses be 200' with the added statement that the setback would be measured as it was currently measured for the various road types per Zoning Ordinance Section 5.13 (Dimensional Standards), and utilizing whichever setback was greater (meaning 100' / 200' vs. Section 5.13). McCarthy expressed concern that sometimes there was generous Right-of-Way on some County Roads and, by having to measure from the centerline, this would impact Rural Retail Tourism uses. Sutcliffe inquired if a setback Variance would be a possible option. In response, it was noted by staff and multiple Commissioners that someone could apply for a Variance for a reduced setback before proceeding with a Conditional Use Permit request for Rural Retail Tourism. The Planning Commission reached consensus to accept DuBose's suggested roadway setbacks and verbiage.

Moving on to the Rural Retail Tourism Classification and Requirements Matrix, Whitney questioned the standard for "Maximum Weekend Event Bookings per Month (Friday and Saturday)", sharing that he was concerned that this may limit Class 1 events to only the weekend and he didn't believe that Class 1 events should be limited in this manner. Whitney provided an example of an educational event venue, suggesting that they should be able to host those types of events during the week. Whitney added that he would support limiting Class 2 and Class 3 uses, but didn't see the need to be so restrictive on Class 1 uses.

The Planning Commission had a lengthy discussion about the matrix. The Commission reviewed several matrix standards, including "Maximum Weekend Event Bookings per Month (Friday and Saturday)", "Maximum Class-Specific Event Days per Week", and "Class 1 Low-Impact Events Permitted (Sunday through Thursday if prescribed within Class 2 or 3 Conditional Use Permit Application and Approval)". Following discussion, the Planning Commission reached consensus to make the following changes to the matrix:

- Remove all mentions of specific days from the matrix (i.e., "Maximum Class-Specific Event Days per Week", and "Class 1 Low-Impact Events Permitted (Sunday through Thursday if prescribed within Class 2 or 3 Conditional Use Permit Application and Approval)").
- Entirely eliminate the standard for "Maximum Weekend Event Bookings Per Month (Friday and Saturday)".
- Only Class 3 would be subject to the standard for "Maximum Class-Specific Event Days Per Week".
- For the standard of "Class 1 Low-Impact Events Permitted (if Prescribed Within Class 3 Conditional Use Permit Application and Approval)", remove the "X" and replace it with "---" for Class 2 uses to identify that Class 2 uses wouldn't be subject to this standard.
- Change "X" and "---" to something easier to interpret and/or add a legend to the matrix to make it easier to interpret.
- Combine the cells for "No Minimum Acreage", "20 Acre Minimum", and "40 Acre Minimum" into a single cell titled "Minimum Acreage" and specify the minimum acreage required for each of the three Classes.

DuBose asked staff about the intention of “Setback Reduction Candidate as May be Recommended by Condition of the Planning Commission in Conjunction with High Performance Intensive Screening/Solid Screening Fence Plans” standard. Gervais explained that the intent of this standard was to allow applicants the option of requesting reduced setbacks by proposing additional screening or fencing measures to mitigate potential negative impacts. Schneider explained that this would allow the opportunity for a performance-based response to accommodate lesser setbacks. The Planning Commission briefly discussed whether this standard should only be available for Class 3 or if it should be available for both Class 2 and Class 3. Ultimately, the Commission reached consensus that this standard should be available to both Classes 2 and 3.

McCarthy introduced discussion on the standard for “Limited Amplified Outdoor Music (Maximum of 2 Days per Week)”, questioning the meaning and intent of the word “Limited”. McCarthy recalled that previous discussion about outdoor music during a wedding ceremony was focused on such factors as the intensity and duration. DuBose suggested eliminating the word “Limited”. In response, McCarthy asked if permit holders would then be allowed to have amplified outdoor music all day, and suggested limiting the duration to 1.5 hours. McCarthy added that he did not want this proposed duration to include wedding dances which tended to go late into the evening. Whitney noted that the Planning Commission had considered requests in the past which included outdoor amplified music at wineries, suggesting that music was a consideration for more Rural Retail Tourism Businesses than just wedding venues. The Planning Commission had a lengthy discussion about outdoor amplified music. Schneider suggested that the standard be renamed to “Outdoor Amplified Music Restricted by Condition of Conditional Use Permit” and identify it as an option for Class 2 and Class 3 uses, which would allow the Planning Commission flexibility to consider music on a case-by-case basis. The Commission was in agreement with Schneider’s suggested verbiage. The Planning Commission also discussed if outdoor amplified music should be allowed at all Class 3 events, and ultimately reached consensus that Class 2 and Class 3 venues would be allowed to have outdoor amplified music a maximum of two days per week and outdoor amplified music would not be an option for Class 1 venues.

DuBose introduced discussion on the standard for “Minimum Number of Onsite Parking Spaces” specifically for Classes 2 and 3. There was brief discussion amongst the Planning Commission. McCarthy suggested utilizing a formula of 2.5 people per car to determine the minimum number of parking spaces required for Class 3 uses. Whitney suggested utilizing a formula of 2 people per car to accommodate event staff parking. In response, McCarthy referenced a statistic that for every one vehicle in the United States there were 10 parking spaces, suggesting that he was concerned about requiring more parking spaces than were necessary.

DuBose introduced discussion on the standards for “Formal Drainage Plan” and “Engineered Pre/Post Development Stormwater Management Drainage Plan”, and sought clarification on the amount of detail required within a formal drainage plan and if this would be the same level of detail required within an engineered plan. Sutcliffe noted that the intent for the requirement of a formal drainage plan was to prevent someone from building a parking lot immediately adjacent to a neighboring property thereby causing water to drain onto the neighboring property. DuBose further inquired about who would be allowed / qualified to prepare a formal drainage plan and if this plan could be hand-drawn by the applicant or if it would need to be prepared by an engineer. Hearing DuBose’s concerns, Schneider concurred that “Formal Drainage Plan” could be better defined and suggested renaming the standard as “General Drainage Plan” or “Surveyed Drainage Plan”. Schneider provided insight on the intent of “Engineered Pre/Post Development Stormwater Management Drainage Plan”, stating that detail would be provided about water / drainage on the site prior to development and detail provided about water / drainage on the site after development in an effort to demonstrate that water was leaving the site at the same rate and volume following development. DuBose suggested the need for more definition about what was meant by or required for a formal drainage plan. There was additional discussion on defining the term “Formal Drainage Plan” and what it would entail. The Planning Commission ultimately reached consensus to rename “Formal Drainage Plan” as “Topography and Drainage Plan”.

Continuing on with discussion about the matrix, there was brief discussion about the examples of uses listed under each of the three class descriptions. DuBose suggested removing the word “wedding” from the Class 2 description and only include it in the Class 3 description. Whitney suggested replacing the word “classroom” with “education” under the Class 1 description. Gervais sought clarification on removing “wedding” from the Class 2 description, asking if the intent was to require that all wedding venues be processed as Class 3 uses. DuBose clarified that this wasn’t his intent but that he did support the idea of steering wedding venue proposals toward Class 3 due to the size and impact of the specific use. DuBose acknowledged the potential of receiving a request for a wedding venue which may be less impactful than others in terms of size and other factors, and, if this occurred, he would support the proposed use being processed as a Class 2 use. Schneider suggested removing the word “gathering” from the Class 3 description so there would be less overlapping verbiage between the Class 2 and Class 3 descriptions. Yeager questioned the meaning of the term “programmed destination events” within the Class 3 description. There was brief discussion about the word “programmed” and the possibility of using another word or simply removing the word. The Planning Commission ultimately reached consensus to remove the word “programmed”, in addition to removing the word “gathering” from the Class 3 description, changing the word “classroom” to “education” within the Class 1 description and removing “wedding” from the Class 2 description.

The Planning Commission then shifted its discussion to draft Zoning Ordinance Section 4.17 Rural Retail Tourism Businesses. DuBose noted that Section 4.17, B. 7. allowed fireworks in accordance with the Rural Retail Tourism Classification and Requirements Matrix, and suggested that fireworks should instead be prohibited. The Commission briefly discussed the issue of fireworks and generally agreed that it had already been decided that fireworks should be prohibited. Schneider informed the Planning Commission that there was a potential regulatory conflict as fireworks were a permitted activity for anyone in the County who applied for and received a license through the Chisago County Auditor’s Office. Schneider added that including any verbiage about a prohibition on fireworks within Section 4.17 could lead to a possible conflict between the County’s Zoning Ordinance and other permissive licensing opportunities. Schneider stated that staff would research if there would be any legal consequences for the outright prohibition of fireworks. DuBose suggested adjusting the draft verbiage such that fireworks would be prohibited unless licensed for special events. There was further discussion amongst the Planning Commission, Ex Officio County Commissioners, and staff about fireworks and regulatory agencies. It was ultimately decided that staff would prepare draft Ordinance language and work with the Auditor’s Office and Sheriff’s Office to learn if there would be a regulatory conflict if fireworks were prohibited for Rural Retail Tourism uses. Whitney added to the discussion by sharing that he had concerns with the potential for up to three weddings or other events per weeks (allowed per Class 3) with the potential for fireworks at each of those events. In response, Schneider explained that the Rural Retail Tourism permit holder would have to go through a very specific licensing process to allow the fireworks and it was believed that a licensed fireworks company would be required. Schneider explained that he wasn’t trying to disagree and prevent the Planning Commission from prohibiting fireworks; however, he did caution that the issue also involved Minnesota Statute, the Auditor’s Office, and the Sheriff’s Office. McCarthy stated that he didn’t entirely agree with Schneider, explaining that the Planning Commission would be making a recommendation on a Conditional Use Permit for a specific use and the Planning Commission had the ability to recommend conditions of approval. Chair Wille interjected by stating that the point was to ensure that the Planning Commission and County Board were not creating rules or conditions that couldn’t be enforced.

DuBose introduced the next discussion topic related to draft Zoning Ordinance Section 4.17, B. 8. (Screening Required), suggesting additional verbiage that would potentially allow credit for existing vegetation / tree cover, natural forested area, and topography related screening. Sutcliffe added that the County would need to ensure that the natural screening would continue to be maintained. Yeager proposed language which stated that “existing screening may be taken into consideration”, which would give the Planning Commission some discretion in determining potential screening requirements. The Planning Commission reached consensus to include Yeager’s suggested language.

Commissioner Requested Major Home Occupation vs. Horse / Equine Permitted Use Discussion – Schneider provided the Planning Commission with a brief update on the topic of Major Home Occupation vs. Horse / Equine Permitted Use, informing the Commission that staff would be seeking endorsement and direction from the County Board during its May 7, 2025 meeting. Additionally, Schneider provided the Planning Commission with a copy of the Request for Board Action (RBA) prepared for the May 7th meeting. DuBose commented that the County should be careful about the verbiage used within the Ordinance because he had heard from a citizen who was concerned that the County was intending to make equine-related regulations more restrictive, adding that he didn't believe that this was the Planning Commission's intent. Whitney informed Schneider that he had provided Gervais with suggested verbiage, at the April 3, 2025 meeting, pertaining to boarding limits, indicating that Schneider may wish to share this verbiage with the County Board.

Review of Ordinance Issue Identification Tracking Matrix – Gervais provided the Planning Commission with a brief update about the Chisago County Ordinances: Issue Identification Tracking Matrix, informing the Commission that Schneider would be seeking endorsement and direction from the County Board during their May 7, 2025 meeting on the topic of Major Home Occupation vs. Horse / Equine Permitted Use. Gervais also noted that the Planning Commission would be holding a public hearing to consider adoption of an updated SSTS Ordinance; however, the timeline was still unknown.

New Business

Commissioner Requested Official Zoning Map Amendment Work Plan Discussion – McCarthy reminded the Planning Commission that it had previously, during the recent Zoning Ordinance update effort, solicited input from all of the Townships regarding possible Amendments to the Chisago County Zoning Map; however, the Commission didn't receive comments from any of the Townships. Being that this discussion was requested by Commissioner McCarthy, Schneider suggested that the first order of business would be to ensure there was a consensus of the entire Commission that they would like to consider a possible Zoning Map Amendment and to create parameters of what specifically the Commission would like to focus on through the Amendment process. Schneider added that, once the Planning Commission reached a consensus, staff could then present the issue to the County Board for endorsement and direction. Whitney shared that he would like the Planning Commission to speak directly with Chisago County Cities regarding their future land use goals and to integrate those goals into the Chisago County Zoning Map. Chair Wille recollected that the Planning Commission had made an effort to solicit input from the Townships but not the Cities. McCarthy shared that he spoke directly with Sunrise Township Officials during the Zoning Ordinance update effort, and they said their preference was to have the County make any decisions related to the Zoning Map. Chair Wille asked McCarthy what he was specifically wishing to change on the Zoning Map. McCarthy shared that the general issue, in his opinion, was related to housing costs and restrictive zoning making housing even more expensive. McCarthy suggested expanding the Rural Residential (RR) District, and offered support for Whitney's suggestion of soliciting input from the Cities. Leivian recollected that, when the Planning Commission reached out to the Townships previously, the effort was specifically in regard to possible changes related to the Rural Village Center (RVC) District boundaries, and some of the conversations he had with various Sunrise Town Board members led him to believe that there was a lack of understanding about options available within the RVC District. Leivian commented that he wasn't sure it would be advantageous to revisit the topic with the Townships. Leivian further commented that he was more interested in promoting the RVC District. Whitney provided a hypothetical scenario in which the Planning Commission spoke with the City of Lindstrom, informing the City that the County was considering Rezoning certain properties along Morgan Avenue, and asking the City if it was considering adding municipal sewer and water in the future so that the County could zone these properties more appropriately for future development with municipal utilities. Yeager cautioned that any Rezoning should be done with a light touch as the City of Wyoming was undertaking a significant Rezoning project and receiving pushback from property owners. The Planning Commission had a lengthy discussion about whether this was an issue they wanted to pursue. McCarthy stressed that it wasn't his intent to make zoning regulations any more strict through Rezoning than what the current zoning designation allowed. Schneider referenced the "Pyramid of Discretion", a legislative authority illustration / tool, suggesting that the County had a high level of discretion available in regard to

Rezoning; however, he cautioned that it could potentially create opportunity for litigation. There was brief discussion about the differences between the Rural Residential and Agricultural Districts. Chair Wille followed up with the Commission asking if there was consensus on the topic of the Zoning Map, offering that she wasn't personally interested in pursuing Rezoning unless they were initiated by property owners or Townships. Yeager, DuBose, and Sutcliffe concurred with Wille's statement. Whitney stated that he felt the Planning Commission had an obligation to provide visibility, encouragement, and knowledge to local units of government about the potential for the future and what they might consider. He didn't believe the Townships would initiate this on their own and, as the Planning Commission, they had the ability to offer guidance to the Townships. Whitney concluded by stating that he didn't agree with waiting. Chair Wille stated that she appreciated Whitney's feedback but felt that the Commission did its due diligence when they reached out to the Townships during the Zoning Ordinance update effort. McCarthy shared that he disagreed with Chair Wille and instead believed that it would be a good use of the Planning Commission's time. McCarthy also shared that the County was asking a lot of the Townships and that only one of the Townships had a Planning Commission (Sunrise Township), adding that he didn't believe that the other Townships were familiar with the Chisago County Zoning Ordinance. McCarthy concluded by sharing that he would like to reach out to the Townships again and also ask the Chisago County HRA / EDA about current housing needs within the County. In regard to comments about housing needs, Whitney shared that he had attended the April 23, 2025 Chisago County Collaborative Initiative (CCCI) meeting, and explained that keynote speaker Dave Unmacht shared the various initiatives he was part of involving coordination with various local units of government. Whitney further explained that this meeting prompted his desire to speak with other local units of government and work on being more cooperative. DuBose offered that efforts to create affordable housing were going to take place within the local Cities rather than the Townships given that the Cities could offer greater density, smaller lot sizes, and municipal utilities. DuBose added that affordable housing within the Townships was addressed with the recent allowance for Accessory Dwelling Units. DuBose concluded by noting that the County did need to increase the commercial tax base, and encouraging Townships to expand their RVC Districts or create new RVC Districts would help to encourage business growth.

Whitney shared that the reason he mentioned housing was because it was discussed during the April 23rd CCCI meeting, and asked Schneider for more information about the recently completed housing study. Schneider explained that the housing study was initiated by the Chisago County HRA-EDA and its Executive Director, Nancy Hoffman. Schneider was hopeful that Executive Director Hoffman would be open to discussing details of the housing study with the Planning Commission. Schneider stated that he agreed with DuBose about affordable housing, noting that the study didn't address rural housing development and, instead, addressed the need for more townhomes, density, villa-style, and age specific housing. Schneider noted that housing was a complex issue, and concluded by offering to invite Hoffman to attend an upcoming Planning Commission meeting to discuss the housing study.

In the interest of creating more collaboration amongst the local Townships and Cities, Schneider suggested that the Planning Commission could invite local Townships and Cities to attend future Commission meetings so that they could begin opening the channels of communication. Returning to the issue of a possible Zoning Map Amendment, Schneider also suggested that the Planning Commission may wish to review the somewhat recent Highway 8 Corridor Study and look for potential Rezoning opportunities near the roundabouts on Highway 8 & Tern Avenue and Highways 8 & 95 with the intent of creating new commercial development opportunities. There was continued lengthy discussion about the housing study. The Planning Commission ultimately decided that they would like Schneider to present the County Board with the Planning Commission's interest in reaching out to the local units of government.

Motion by Whitney requesting that Director Schneider seek endorsement and direction from the County Board regarding the Planning Commission's interest in engaging local units of government with the intent of opening lines of communication, building awareness, and providing an opportunity for them to be more involved; second by McCarthy. The **motion passed** 7-0.

Communications and Reports

County Board Liaison Reports – County Commissioner Greene shared that the State approved the Transportation Bill, including \$3.5 million for a roundabout on Redwing Avenue & Highway 8 in Shafer. Greene also shared that, at the last County Board meeting, County Engineer Triplett informed the Board that all mitigation efforts, related to bees, bats, and turtles, were complete and the environmental study could be concluded. McCarthy asked how the County was doing on all necessary Right-of-Way acquisitions. Greene responded that it was an on-going effort. County Commissioner Dahlberg shared that County officials recently had a positive meeting with Congressman Pete Stauber, sharing that the group discussed some concerns and potential future projects within the County.

Miscellaneous

Resolution No. 25/0416-2 – Gervais presented the Planning Commission with copies of Resolution No. 25/0416-2, a Resolution of the Board of Commissioners of Chisago County, Minnesota, Approving Planning Commission and Board of Adjustment and Appeals Policy on Commission / Board Structure, Meeting Order, and General Procedure, noting that the County Board approved all changes which had been recommended by the Planning Commission and Board of Adjustment & Appeals during their individual reviews.

Motion by DuBose to cancel the special work session scheduled for Thursday, May 15, 2025; second by Sutcliffe. The **motion passed** 7-0.

Adjourn Meeting – Motion by Yeager to adjourn the meeting; second by Leivian. The **motion passed** 7-0. The meeting was adjourned at 8:50 p.m.

ATTEST:

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 14
Title of Item for Consideration: Stenberg and Swanson Rezoning Request – Rural Residential (RR) District to Agricultural (AG) District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	
Background: Property owners Adam Stenberg & Sharalyn Stenberg and applicant Ronald Swanson submitted a petition for the Rezoning of their property from Rural Residential (RR) District to Agricultural (AG) District. The property proposed for Rezoning is approximately 13 acres in size and located at 37454 Vibo Trail in Sunrise Township (PID #09.00314.00). At their meeting of May 1, 2025, the Planning Commission conducted the requisite public hearing on the proposed Stenberg and Swanson Rezoning Request and recommended unanimous (7-0) approval per Resolution No. PC2025-0501. An Ordinance for the Board of Commissioners consistent with that of the Commission’s recommendation is presented as Ordinance No. 2025/0521-1 for consideration. Attachment(s): • Ordinance No. 2025/0521-1 An Ordinance Approving the Rezoning of PID 09.00314.00 • Planning Commission Presentation • Planning Commission Staff Report a& 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 Rezone 37454 Vibo Trail from Rural Residential to Agricultural. The recommended motion is as follows: “Move to enact Ordinance No. 2025/0521-1, An Ordinance of the Board of Commissioners of Chisago County, Minnesota, Approving the Rezoning of PID 09.00314.00 From Rural Residential (RR) District to Agricultural (AG) District.”	

Implications of Action: Recommended Board action changes the zoning designation of the subject property to Agricultural and reduces the affiliated Rural Residential District by approximately 13 acres.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Rezoning of One Parcel from Rural Residential District to Agricultural District

**Adam & Sharalyn Stenberg
Ronald Swanson
37454 Vibo Trail
Sunrise Township
PID 09.00314.00**

Background

Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson have petitioned for the Rezoning of one 13± acre parcel from Rural Residential District to Agricultural District.

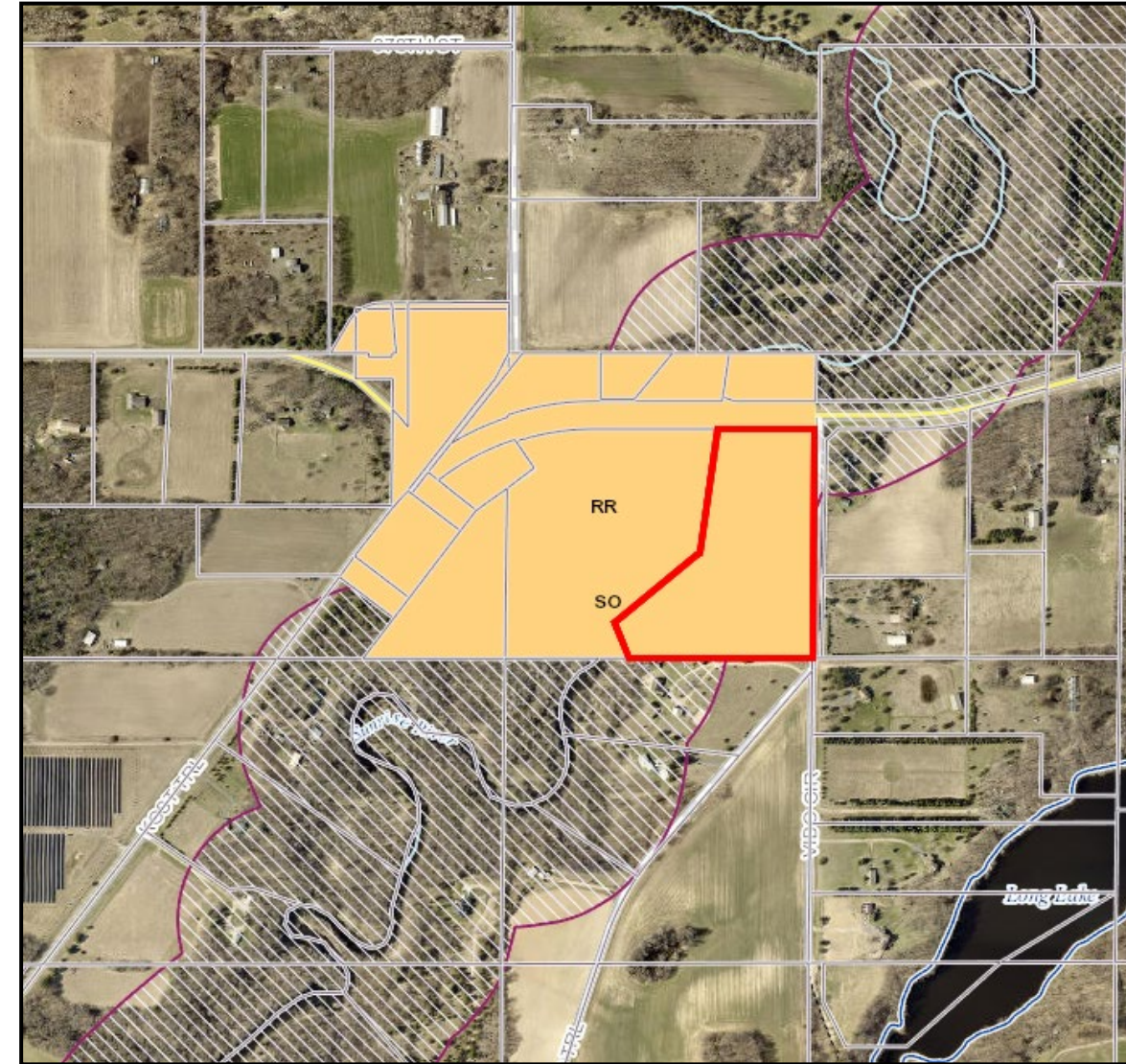
The Zoning Ordinance provides the following purpose statements for the current RR District and the proposed AG District:

- Per Zoning Ordinance Section 5.08, the **Rural Residential (RR) District** is intended to provide a transition area between lower density rural areas and those more urban in nature which will: 1) accommodate lower density residential development in areas of existing development and in close proximity to incorporated municipalities and municipal services; 2) provide for the long term orderly growth and expansion of municipalities; 3) allow for the efficient extension of municipal services in the future.
- Per Zoning Ordinance Section 5.06, the **Agricultural (AG) District** is intended to provide areas to be utilized for agriculture and agriculture related uses and low-density residential areas. Agricultural uses within the Shoreland Management District, or other overlay districts, shall also adhere to Agricultural Use Standards of the Shoreland Management Ordinance or applicable overlay districts.



Site & Proposal Analysis

- The subject site is located at the southwest corner of the intersection of Vibo Trail and 375th Street / CSAH 11 in Sunrise Township.
- Staff estimates the subject RR District to be 60 acres in size with approximately 12 unique parcels, and the subject site accounts for approximately one-fifth of the district in terms of land area.
- The RR District is surrounded by the AG District, with the subject site abutting the AG District to the east and south. The adjacent image shows current zoning, with the RR District shown in yellow highlighting and all other non-highlighted properties being part of the AG District. The hatched area extending northerly and southerly from the RR District represents the Sunrise River Overlay (SO) District.
- Properties to the east and south, being part of the AG District, range in size from five acres to nearly 20 acres, whereas properties to the west and north, being part of the RR District, range in size from less than two acres to 16 acres.



Site & Proposal Analysis, Cont.

- Based on its proximity to the Sunrise River, the subject site is also subject to the regulations of the Sunrise River Overlay (SO) District.
- Per Zoning Ordinance Section 6.06, the SO District is intended to protect and preserve the existing natural, scenic and recreational values of the Sunrise River and to provide for development activities which do not detract from those values. The primary impacts of the SO District classification, as they relate to the subject site, include a 200' structural and septic system setback from the Ordinary High Water Level and a minimum lot width of 300' at the structural setback line (front lot line) and along any frontage of the river. It's staff's opinion that these are substantial setback requirements which will require a larger property to accommodate these setbacks, which means that it's highly unlikely that the subject site could ever be subdivided in such a way that would result in one-acre lots as allowed in the current RR District.
- Below is a table which outlines minimum requirements for the RR and AG Districts with corresponding information for the subject site, demonstrating that the subject site exceeds the minimum dimensional requirements for the AG District.

	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth
RR District	1 acre	150 feet	200 feet
AG District	5 acres	300 feet	300 feet
	Subject Site Lot Area	Subject Site Lot Width	Subject Site Lot Depth
PID 09 00314.00	13± acres	980'± (measured along east property boundary / Vibo Trail frontage)	636'± (rough average of shallowest and deepest portions of the subject site)

Review Process



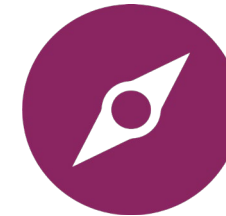
Technical Review Committee April 9, 2025

- The group discussed differences between the RR and AG Districts and potential impacts to the subject site, as well as discussing impacts of the SO District classification.
- The Committee did not identify any immediate concerns with the proposed Rezoning.



Sunrise Town Board April 17, 2025

The Town Board recommended approval with no comments or recommended conditions.



State Mandated Review Period

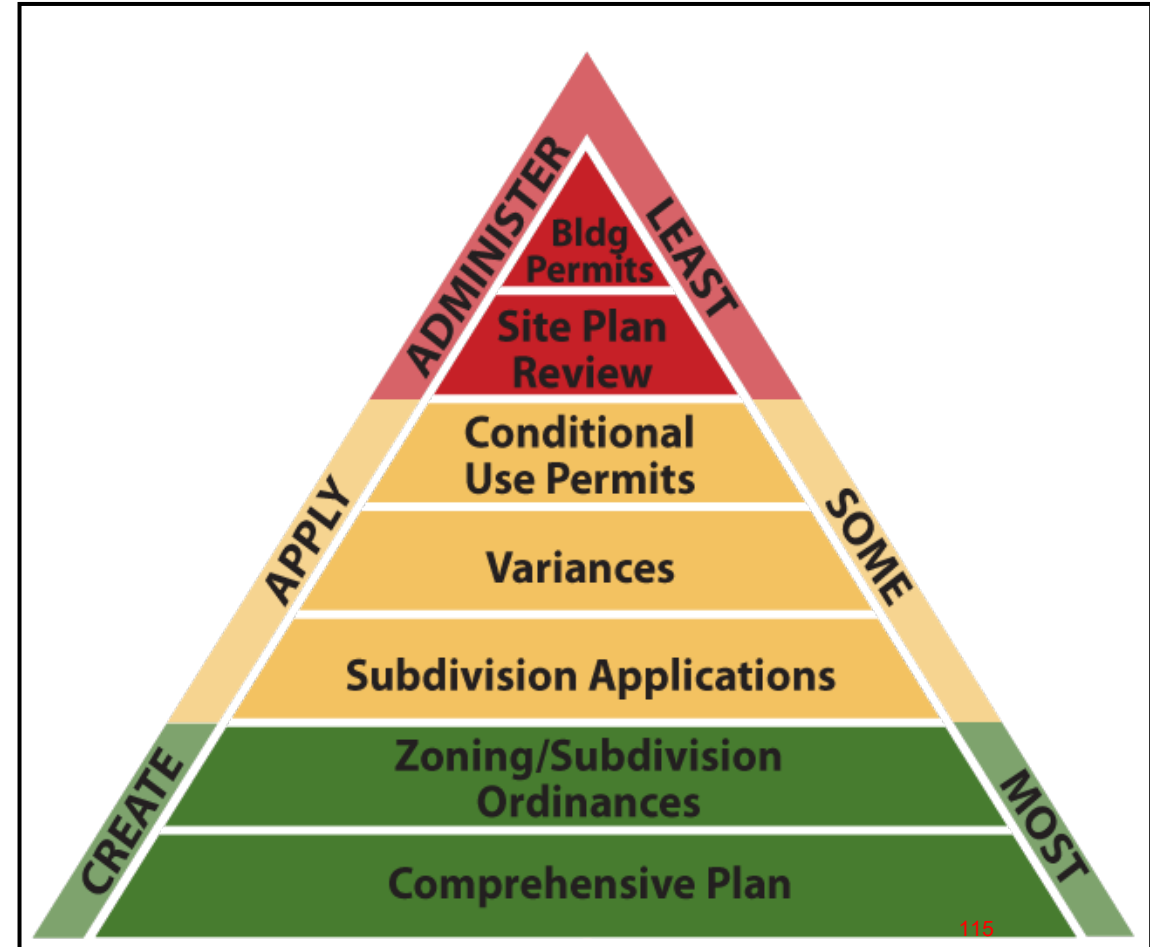
- The petition was submitted on March 28, 2025 and deemed complete on April 2, 2025.
- Amendments to the County's official controls are not subject to the State mandated 60-day rule / review period and there is no established timeframe in which a petition to Amend the County's official controls must be decided.¹¹⁴

Staff Recommendation

Staff believes that the proposed Rezoning complies with and is consistent with the intent of the County's Comprehensive Plan and 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 Rezoning.

Rezoning Considerations

When considering and acting on any petition for Amendment or Rezoning, the County is exercising its legislative authority. The adjacent image, known as the “pyramid of discretion”, illustrates that the County has the most discretion when making land use decisions at the base of the pyramid, including Amendments and Rezoning, and less discretion as the decision-making moves up the pyramid. In other words, **the County has greatest discretion when creating local laws and the least when administering those laws. With the current petition for Rezoning, the Planning Commission has the broadest discretion to consider how the request moves forward.**



Options

1. Recommend that the County Board **approve** the Rezoning as presented or amended.
2. Should the Planning Commission determine that the proposed Rezoning does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Rezoning based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(s) for denial in its motion, using Zoning Ordinance Section 8.09 for reference.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Rezoning.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Rezoning and other Ordinance Amendments are not subject to the State-mandated 60-day review period, allowing the Planning Commission to table the request without the concern of a review period expiring.

Action Requested

Motion to adopt Resolution No. PC2025-0501, a resolution recommending approval of the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District, with Findings of Fact as presented or amended.

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Rezoning from Rural Residential (RR) District to Agricultural (AG) District
 37454 Vibo Trail, Sunrise Township
 DATE: May 1, 2025

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Rezoning of one 13± acre parcel from Rural Residential (RR) District to Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Property Owner(s): Adam & Sharalyn Stenberg
 Applicant(s): Ronald Swanson
 Location: 37454 Vibo Trail
 Sunrise Township
 Section 29, Township 35, Range 20
 PID: 09.00314.00
 Property Area: 13± Acres
 Current Zoning: Rural Residential (RR) District / Sunrise River Overlay (SO) District
 Adjacent Zoning:
 North: Rural Residential (RR) District / Sunrise River Overlay (SO) District
 South: Agricultural (AG) District / Sunrise River Overlay (SO) District
 East: Agricultural (AG) District / Sunrise River Overlay (SO) District
 West: Rural Residential (RR) District / Sunrise River Overlay (SO) District
 Date Application Received: March 28, 2025
 Date Application Complete: April 2, 2025
 60-Day Review Period: Not Applicable

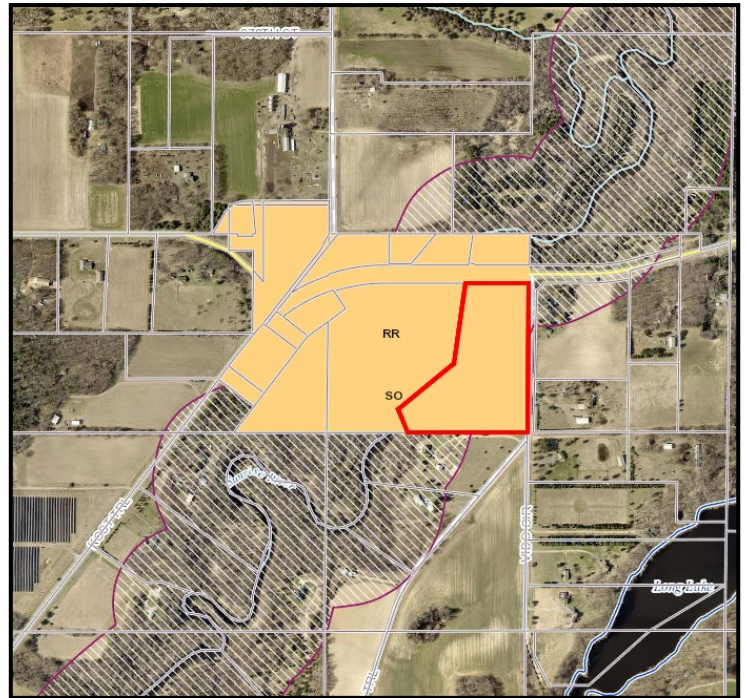
BACKGROUND

Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson have petitioned for the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District. From past interactions and communications between the property owners, applicant, and County staff, it's staff's understanding that the primary purpose of the proposed Rezoning is to allow more options for accessory storage structures (number and cumulative footprint).



SITE & PROPOSAL ANALYSIS

The subject site is located at the southwest corner of the intersection of Vibo Trail and 375th Street / CSAH 11 in Sunrise Township. Using the County's GIS Viewer, staff estimates the subject RR District to be 60 acres in size with approximately 12 unique parcels, and the subject site accounts for approximately one-fifth of the district in terms of land area. The RR District is surrounded by the AG District, with the subject site abutting the AG District to the east and south. The adjacent image shows current zoning, with the RR District shown in yellow highlighting and all other non-highlighted properties being part of the AG District. The hatched area extending northerly and southerly from the RR District represents the Sunrise River Overlay (SO) District.



The subject site is currently developed with a dwelling, a detached garage, possibly one other detached accessory structure, and a silo. All structures appear to be located in the extreme north portion of the property, while the balance of the land is heavily tree covered. Given the proximity to the Sunrise River, the west portion of the property has significant changes in elevation. Properties to the east and south, being part of the AG District, range in size from five acres to nearly 20 acres, whereas properties to the west and north, being part of the RR District, range in size from less than two acres to 16 acres.

The Zoning Ordinance provides the following purpose statements for the current RR District and the proposed AG District:

- Per Zoning Ordinance Section 5.08, the **Rural Residential (RR) District** is intended to provide a transition area between lower density rural areas and those more urban in nature which will: 1) accommodate lower density residential development in areas of existing development and in close proximity to incorporated municipalities and municipal services; 2) provide for the long term orderly growth and expansion of municipalities; 3) allow for the efficient extension of municipal services in the future.
- Per Zoning Ordinance Section 5.06, the **Agricultural (AG) District** is intended to provide areas to be utilized for agriculture and agriculture related uses and low-density residential areas. Agricultural uses within the Shoreland Management District, or other overlay districts, shall also adhere to Agricultural Use Standards of the Shoreland Management Ordinance or applicable overlay districts.

Based on its proximity to the Sunrise River, the subject site is also subject to the regulations of the Sunrise River Overlay (SO) District. Per Zoning Ordinance Section 6.06, the SO District is intended to protect and preserve the existing natural, scenic and recreational values of the Sunrise River and to provide for development activities which do not detract from those values. The primary impacts of the SO District classification, as they relate to the subject site, include a 200' structural and septic system setback from the Ordinary High Water Level (OHWL) and a minimum lot width of 300' at the structural setback line (front lot line) and along any frontage of the river. It's staff's opinion that these are substantial setback requirements which will require a larger property to accommodate these setbacks, which means that it's highly unlikely that the subject site could ever be subdivided in such a way that would result in one-acre lots as allowed in the current RR District.

Below is a table which outlines minimum requirements for the RR and AG Districts with corresponding information for the subject site, demonstrating that the subject site exceeds the minimum dimensional requirements for the AG District.

	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth
RR District	1 acre	150 feet	200 feet
AG District	5 acres	300 feet	300 feet
	Subject Site Lot Area	Subject Site Lot Width	Subject Site Lot Depth
PID 09.00314.00	13± acres	980'± (measured along east property boundary / Vibo Trail frontage)	636'± (rough average of shallowest and deepest portions of the subject site)

REZONING FINDINGS OF FACT

Zoning Ordinance Section 8.09 (Amendments and Rezoning) states that the County shall consider possible effects of the proposed Rezoning based upon the following factors listed below. Staff has provided recommended findings, shown in *italics* below, for the Commission's consideration.

Factor #1	Whether the Amendment will 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 #1	<i>If the proposed Rezoning is approved, it will only allow for further development of the subject site in accordance with the Agricultural (AG) District rather than the Rural Residential (RR) District. Being that the Chisago County Zoning Ordinance states that the AG District is intended for agriculture and agriculture related uses and low-density residential areas and the RR District is intended to provide a transition area between lower density rural areas and those more urban in nature, the County finds that the proposed Rezoning will result in less intense development which will reduce potential impacts on existing facilities and utilities.</i>

- Factor #2 Whether the Amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #2 *The proposed Rezoning will change the zoning classification of the subject site from Rural Residential (RR) District to Agricultural (AG) District. Being that the subject site is already developed and bordered by the AG District to the east and south, the County finds no evidence to suggest that there would be any negative impact or deterrence to future development in the general vicinity of the subject site. The County further finds that the proposed Rezoning may in fact positively impact the general vicinity and future development of the general vicinity in that the proposed Rezoning, if approved, would not allow the subject site to be subdivided into as many lots / building sites as is currently allowed in the RR District being that the AG District requires larger lots and greater dimensional standards than the RR District.*
- Factor #3 The Amendment will not cause traffic hazard or congestion;
- Finding #3 *The subject site gains access from Vibo Trail, a well-established Township Road. The Sunrise Town Board, serving as Road Authority, did not express any concerns related to traffic or congestion following its review on April 17, 2025. Therefore, the County finds that the Rezoning itself will not have any negative impact on conditions such as traffic hazard or congestion.*
- Factor #4 The Amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and
- Finding #4 *Chapter 9, Land Use / Growth Management Element, of the 2017 Chisago County Comprehensive Plan includes a Growth Management Plan Map which appears to identify the subject site as Agriculture / Limited Development. Chapter 9 also discusses the County's desire to preserve the County's rural character and desire to support compatible agricultural and rural residential development. The County finds that the proposed Rezoning of RR District to AG District is compatible with the County's Growth Management Plan Map designation of Agriculture / Limited Development, and further finds that the proposed Rezoning will aid in preserving the County's rural character and supporting compatible agricultural and rural residential development in the County. The County further finds that the proposed Rezoning is consistent with the intent and purpose of the Sunrise River Overlay (SO) District by ensuring larger lot sizes, assuming the subject site was ever proposed for subdivision, which will aid in protecting and preserving the existing natural, scenic and recreational values of the Sunrise River and providing for development activities which do not detract from those values.*

- Factor #5 The Amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.
- Finding #5 *The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the subject site meets all dimensional standards for the Agricultural (AG) District and Sunrise River Overlay (SO) District as established by the Zoning Ordinance. Therefore, the County finds that the proposed Rezoning is consistent with all Chisago County land use controls.*

REVIEW PROCESS

The Technical Review Committee met with property owner Adam Stenberg on April 9, 2025. The group discussed differences between the RR and AG Districts and potential impacts to the subject site, as well as discussing impacts of the SO District classification. The Committee did not identify any immediate concerns with the proposed Rezoning.

The Sunrise Town Board considered the proposed Rezoning at its April 17, 2025 meeting and recommended approval with no comments or recommended conditions.

The petition was submitted on March 28, 2025 and deemed complete on April 2, 2025. Based on a legal opinion provided by Assistant County Attorney Fuge in September 2022, Amendments to the County's official controls are not subject to the State mandated 60-day rule / review period and there is no established timeframe in which a petition to Amend the County's official controls must be decided.

STAFF RECOMMENDATION

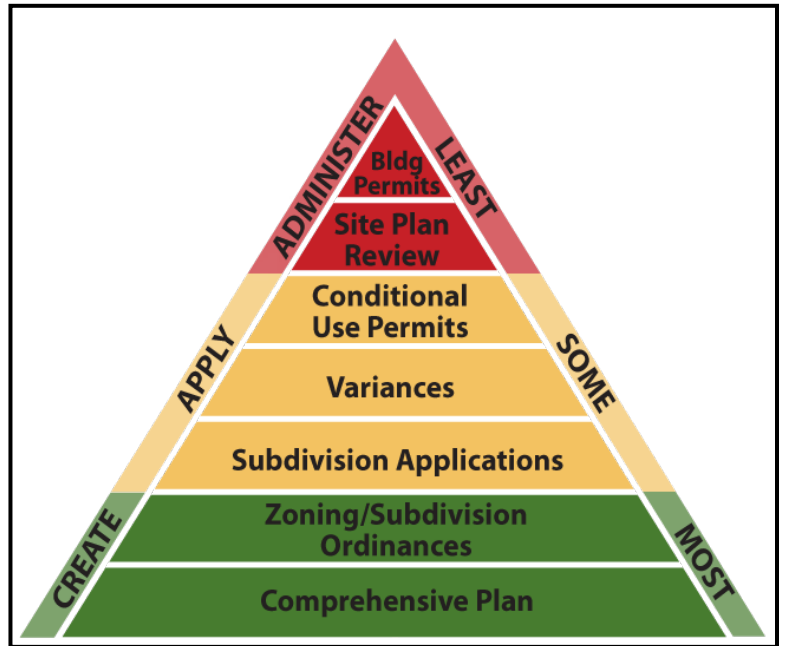
Staff believes that the proposed Rezoning complies with and is consistent with the intent of the County's Comprehensive Plan and Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends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

OPTIONS

1. Recommend that the County Board **approve** the Rezoning as presented or amended.
2. Should the Planning Commission determine that the proposed Rezoning does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Rezoning based on factors deemed appropriate. (*Note: The Commission will need to include specific finding(s) for denial in its motion, using Zoning Ordinance Section 8.09 for reference.*)
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Rezoning.

4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. Rezoning and other Ordinance Amendments are not subject to the State-mandated 60-day review period, allowing the Planning Commission to table the request without the concern of a review period expiring.

It's important to note that, when considering and acting on any petition for Amendment or Rezoning, the County is exercising its legislative authority. The adjacent image, known as the "pyramid of discretion", illustrates that the County has the most discretion when making land use decisions at the base of the pyramid, including Amendments and Rezoning, and less discretion as the decision-making moves up the pyramid. In other words, the County has greatest discretion when creating local laws and the least when administering those laws. With the current petition for Rezoning, the Planning Commission has the broadest discretion to consider how the request moves forward.



ACTION REQUESTED

Motion to adopt Resolution No. PC2025-0501, a resolution recommending approval of the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District, with Findings of Fact as presented or amended.

ATTACHMENTS

1. Petition / application materials
 - a. Petition / application
 - b. Site maps
2. Zoning Ordinance Section 5.08 (existing zoning classification - RR District)
3. Zoning Ordinance Section 5.06 (proposed zoning classification - AG District)
4. Aerial photo (1) – subject site
5. Aerial photo (2) – vicinity map
6. Aerial photo (3) – existing zoning
7. Draft Resolution No. PC2025-0501



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 25-0350

Township Sunrise S/T/R 29/35/20 PID# 09.00314.00

Project Address 37454 VIBO TR

Property Owner(s) Adam Stenberg + SHARALYN STENBERG

Mailing Address (If Different from Project Address) 11815 375th St North Branch, MN 55056

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Ronald Swenson

Mailing Address (If Different from Project Address) 37454 VIBO TR L North Branch, MN 55056

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) Property is Bordered By A G Zone on 2 Sides, Wanting to Re Zone to AG.

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

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


Applicant Signature

3/27/25
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

Base Fee	\$ <u>900</u>
Recording Fee	\$ <u>46</u>
Plat Fee - No Road(s) / With Road(s)	\$ _____
Septic Compliance Fee	\$ _____
Wetland Fee	\$ _____
TOTAL FEE	\$ <u>946</u>

Dates

Application Received	<u>3-28-25</u>
Application Complete	<u>4-2-25</u>
60 / 120 Day Review Period	<u>NA</u>
Extended Review Period	<u>NA</u>



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Sunrise S/T/R 29135/20 PID# 09-00314.00
Project Address 37454 UI 30 TR North Branch, MN 55057
Property Owner(s) Adam Stenberg + SHARALYN STENBERG
Mailing Address (If Different from Project Address) 11815 375th St. North Branch, MN 55057
Phone# [REDACTED] Email [REDACTED]
Applicant(s) Ronald Swanson
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) ☐ Preliminary Plat
☐ Interim Use Permit (IUP) ☒ Rezoning
☐ Amendment to CUP or IUP ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Property Bordered by AG
Zone on 2 sides. Wanting to Rezone to AG

Applicant Signature

3/27/25
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 MAY 1, 2025 Date of Township Presentation APRIL 17, 2025

Township Action Taken (Township Use Only)

- ☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

NO CONDITIONS

Signatures of Township Officials or Authorized Personnel

Carl Pate Johnson [Signature] [Signature]
Mark Osland Adam Stenberg

AG

AG

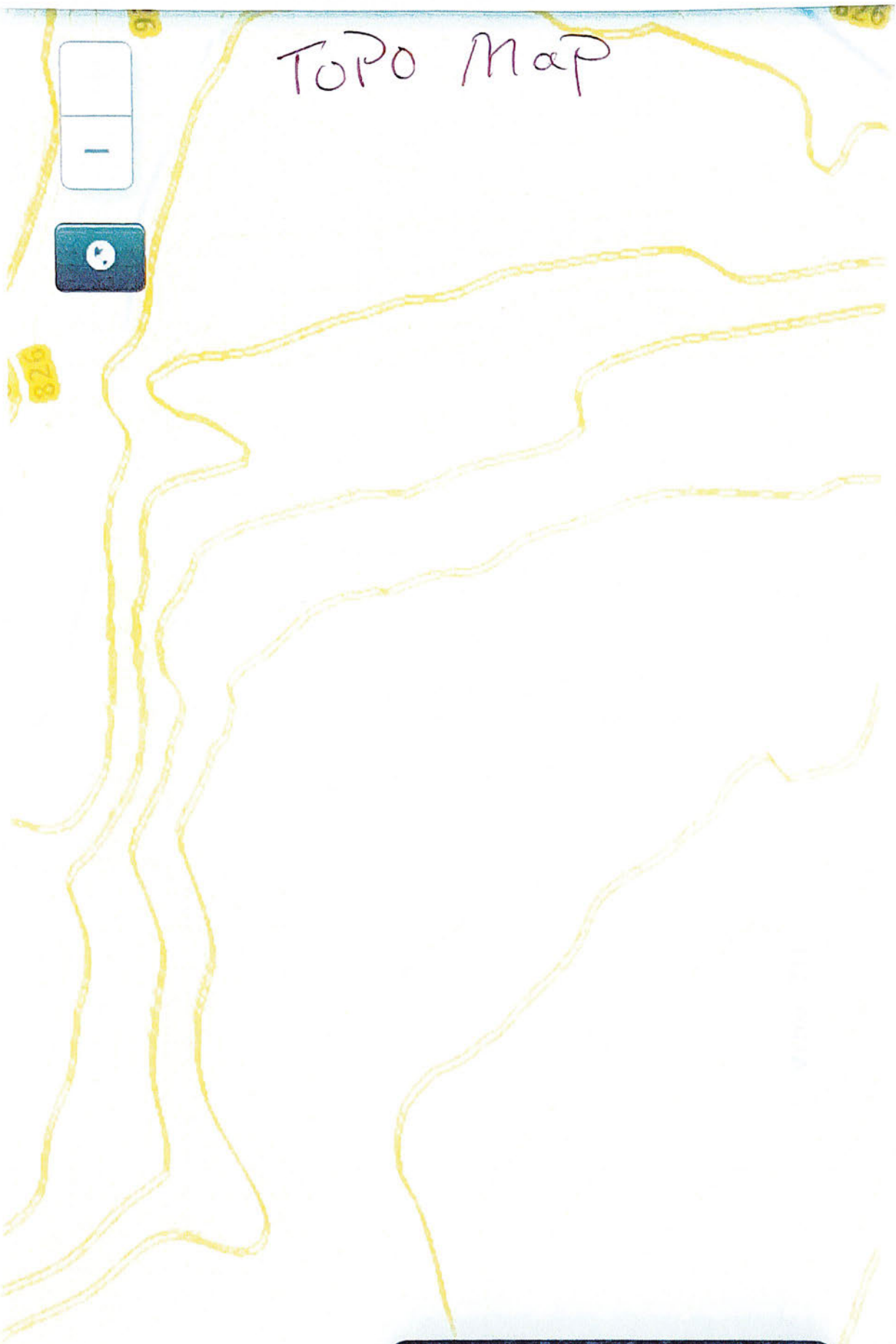
AG

Subject
Property



TOPO Map

From DNR Website



Chisago County, MN
Zoning Ordinance
Section 5.08 Rural Residential (RR) District

A. Purpose.

The Rural Residential District is intended to provide a transition area between lower density rural areas and those more urban in nature which will: 1) accommodate lower density residential development in areas of existing development and in close proximity to incorporated municipalities and municipal services; 2) provide for the long term orderly growth and expansion of municipalities; 3) allow for the efficient extension of municipal services in the future.

B. Permitted Uses.

1. One (1) single family dwelling per lot except when Accessory Dwelling Unit ordinance requirements of Section 4.10 are met, allowing an additional dwelling unit.
2. Up to one (1) legally established Accessory Dwelling Unit, in accordance with Section 4.10.
3. Duplex meeting lot area per unit requirement.
4. Townhome meeting lot area per unit requirement.
5. Accessory structures in accordance with Section 4.09.
6. Wildlife areas, forest preserves, and public parks for passive recreation, owned or operated by a government agency or nonprofit organization and other open space uses.
7. Daycare and residential facilities as defined in Minnesota Statutes 245A.14.
8. Temporary storage containers in accordance with Section 4.19.
9. Energy storage facility.
10. Short Term Rental Unit pursuant to Licensing Ordinance 060320-1 as amended.
11. Horse keeping at a maximum density of one (1) horse per two (2) acres.

C. Conditional Uses.

1. Bulk gas or fuel facilities.
2. Cemeteries.
3. Places of assembly and associated accessory structures.
4. Local government administration and service buildings.
5. Hospitals, convalescent homes, nursing homes, and medical clinics, where public utilities are available.
6. Veterinary clinics.

7. Schools or other educational facilities, where public utilities are available.
8. Community sewage treatment facilities.
9. Public parks for active recreation owned or operated by a government agency or nonprofit organization, and other open space uses including museums or other buildings of historical significance as determined by the Zoning Administrator.
10. Temporary or seasonal roadside stands for sale of agricultural products raised on the premises upon which the stand is located, not to exceed one (1) stand per parcel.
11. Planned unit development in accordance with Section 7.19.
12. Bed and breakfast establishments, as a principal or accessory use, for structures determined by the Zoning Administrator to be of historical or architectural significance.
13. Retail sales of live bait and tackle with frontage on General Development Lakes.
14. Major Home Occupations in accordance with Section 4.04.
15. One (1) permanent storage container or shipping container.
16. Commercial recreation areas that are similar to public recreation areas including private campgrounds with a campsite density limit of one (1) campsite per two (2) acres, golf courses, swimming pools, resorts, and crafting uses such as quilting and scrapbooking. Restaurants and/or liquor establishments when clearly incidental and associated with the primary commercial recreation use.
17. Recreational Camping Area in accordance with Section 7.21, D.
18. Other uses determined by the Zoning Administrator to be similar to those listed as conditional uses.

C. Interim Uses.

1. Parking of recreational vehicles and placement of recreational structures on unimproved property per Section 4.14.
2. Commercial Solar Energy Systems in accordance with Section 7.31, B.2.b.
3. Mineral Extraction in accordance with Section 7.27.
4. Other uses determined by the Zoning Administrator to be similar to those listed as interim uses.

Chisago County, MN
Zoning Ordinance
Section 5.06 Agricultural (AG) District

A. Purpose.

The Agricultural District is intended to provide areas to be utilized for agriculture and agriculture related uses and low-density residential areas. Agricultural uses within the Shoreland Management District, or other overlay districts, shall also adhere to Agricultural Use Standards of the Shoreland Management Ordinance or applicable overlay districts.

B. Permitted Uses.

1. Agriculture uses.
2. Farm structures which are accessory to agriculture uses.
3. Sump type livestock and/or poultry manure storage systems or other systems of manure storage that are of like and similar nature that prevent feed lot runoff provided they meet the standards for feed lots adopted by the Minnesota Pollution Control Agency.
4. Farm drainage systems, flood control and watershed structures and erosion control devices meeting all County, state and Soil Conservation Service minimum standards.
5. Greenhouse or nursery.
6. Forestry and sod farming.
7. Wildlife areas, forest preserves, public parks for passive recreation owned or operated by a government agency or nonprofit organization, and other open space uses such as a community garden.
8. Temporary or seasonal roadside stands for sale of agricultural products raised on the premises upon which the stand is located not to exceed one (1) stand per farm.
9. Minor Home Occupations in accordance with Section 4.04.
10. One (1) single family dwelling per lot except when Accessory Dwelling Unit ordinance requirements are met, allowing an additional dwelling unit.
11. Up to one legally established Accessory Dwelling Unit in accordance with Section 4.10.
12. Essential services in accordance with Section 4.05.
13. Daycare and residential facilities as defined in Minnesota Statutes 245A.14.
14. Livestock feed and poultry lots subject to the requirements of the Minnesota Pollution Control Agency regulations.
15. Non-commercial horse barns containing no living quarters.

16. Manure storage systems.
17. Temporary storage containers or shipping containers in accordance with Section 4.19.
18. Slaughterhouse and meat processing facilities.
 - a. Slaughterhouse and meat processing facilities shall be licensed and regulated by the applicable Minnesota and federal governing bodies and comply with all applicable state and federal health and safety regulations.
 - b. Maximum processing capacity of no more than twenty (20) animal units per week.
 - c. Minimum lot size of twenty (20) acres.
19. Short Term Rental Unit pursuant to Licensing Ordinance 060320-1 as amended.
20. Cannabis Cultivation Facility subject to the requirements of Section 4.20.

C. **Conditional Uses.**

1. All residential subdivisions, except as provided in Section 6.05.
2. Bulk gas or fuel facilities.
3. Cemeteries.
4. Places of assembly and associated accessory structures.
5. Local government administration and service buildings.
6. Community sewage treatment facilities.
7. Commercial recreation areas that are similar to public recreation areas including private campgrounds with a maximum campsite density limit of one (1) campsite per two (2) acres, golf courses, swimming pools, resorts, and crafting uses such as quilting and scrapbooking. Restaurants and/or liquor establishments when clearly incidental and associated with the primary commercial recreation use.
8. Agriculture oriented businesses such as grain and feed sales, sawmills, implement sales, implement repair and the processing and packaging and retail sales of agricultural products, excluding cannabis and cannabis products.
9. Veterinary clinics and nonprofit animal shelters.
10. Commercial grain storage and/or drying.
11. Solid waste facilities in accordance with Section 7.26.
12. Regional pipelines, power transmission lines and towers over fifty (50) feet in height.
13. Bed and breakfast establishments, as a principal use or accessory use, in structures determined by the Zoning Administrator to be of historical or

architectural significance.

14. Clubs and lodges.
15. Commercial wireless telecommunication services, including towers and antennae, which meet the requirements of Section 9, provided that towers and antennae do not exceed one hundred ninety-nine (199) feet.
16. Agriculturally and animal-oriented educational facilities.
17. Supervised living facilities, as defined by Minnesota Statutes, of not more than fourteen (14) residents.
18. Shelter facilities.
19. Public parks for active recreation owned or operated by a government agency or nonprofit organization and other open space uses including museums or other buildings of historical significance as determined by the Zoning Administrator.
20. Retail sales of live bait and tackle with frontage on General Development Lakes.
21. Sculpture parks including those with production and educational facilities.
22. Cabinet/woodworking shops.
23. Wind energy conversion systems (WECS) in accordance with Section 7.30.
24. Rural Retail Tourism businesses in accordance with Section 4.17.
25. Solar Energy Systems in accordance with Section 7.31.
26. Horse barns as a principal or accessory use.
27. Major Home Occupations in accordance with Section 4.04.
28. Energy storage facility.
29. One (1) permanent storage container or shipping container.
30. Recreational Camping Area in accordance with Section 7.21, D.
31. Other uses determined by the Zoning Administrator to be similar to those listed as permitted and conditional uses.

D. Interim Uses.

1. Commercial and Residential Kennels.
2. Light construction equipment storage areas associated with a legal home occupation.
3. Extraction of minerals, sand, gravel, rock, or any material from the earth and asphalt processing operations in accordance with Section 7.27.
4. Personal use airstrips.
5. Contracting businesses owned and operated by persons residing at the property.
6. Temporary farm employee housing.

- a. Purpose.

The purpose of this subdivision is to recognize and accommodate the need for farmers to provide short-term seasonal farm employee housing in order to operate. It is the stated goal of this County to protect long-term agriculture as a vital element to the County's economy and it is the policy of Chisago County to minimize the loss of prime farmland for residential purposes. This subdivision recognizes the need for seasonal farm employees in turf and vegetable farms and seeks to provide reasonable standards for public safety, health, and general welfare while acknowledging the temporary seasonable nature of the housing.
- b. Interim Use Permit Required.

An Interim Use Permit shall be required for Temporary Farm Employee Housing in an AG District. For purposes of this Section, unit(s) shall mean either: 1) individual living quarters within a separate building(s) or; 2) individual living quarters within one building.
- c. Performance Standards.

All Temporary Farm Employee Housing shall conform to the following standards:

 - i. The unit(s) shall comply with lot setback requirements for the zoning district.
 - ii. The primary use of the property shall be agriculture.
 - iii. The occupants of the unit(s) shall have at least one (1) person engaged in agricultural employment on the parcel of land where such unit(s) is located.
 - iv. The unit(s) need not be located on the same parcel as the principal dwelling.
 - v. Such permit shall be non-transferrable.
 - vi. Once the agricultural use of the property has ceased, the unit(s) must be removed.
 - vii. The unit(s) may not be sold or removed from property unless such removal is made to comply with item (e) above or until the permit holder determines that the temporary farm housing is no longer necessary. If the permit holder terminates their use of temporary farm housing, the permit holder shall notify in writing the Zoning Administrator that the permit is no longer being utilized.
 - viii. The unit(s) may only be occupied from May 1 to November 1 each year.
 - ix. The unit(s) shall not be rented and staying in the units shall not be a condition of employment.
 - x. The number of units allowed under this Section shall be based on

demonstrated need by the applicant. The Planning Commission may require any information it deems appropriate from the applicant to support the need for the number of units being applied for.

- xi. If the unit(s) is built as individual units they shall be separated from each other and from other structures by at least twenty (20) feet, except where units are angled, when the minimum distance may be reduced to ten (10) feet. Multiple units may be required to have greater separation.
 - xii. Each application shall include plans showing designated parking areas, outdoor lighting, recreational areas, and other structures or amenities associated with the permit.
 - xiii. The units shall be built in compliance with the State Building Code.
 - xiv. Each unit shall provide for an individual sewage treatment system in compliance with the Chisago County Sewage and Wastewater Treatment Ordinance. Sections 4.06, 4.07, 4.08 and 4.09 of this Ordinance do not apply to Interim Use Permits under this subdivision.
- 7. A singular accessory structure for personal use and storage and without the presence of a principal use structure in accordance with Section 4.08.
 - 8. Parking of recreational vehicles and placement of recreational structures on unimproved property in accordance with Section 4.14.
 - 9. Sanitary facilities in detached accessory buildings.
 - 10. Temporary storage containers in accordance with Section 4.19.
 - 11. Commercial Solar Energy Systems in accordance with Section 7.31, B.2.b.
 - 12. Other uses determined by the Zoning Administrator to be similar to those listed as interim uses.

Adam & Sharalyn Stenberg and Ronald Swanson – Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson are requesting the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District. The 13± acre subject site is located at 37454 Vibbo Trail in Sunrise Township, S29, T35, R20 (PID 09.00314.00).

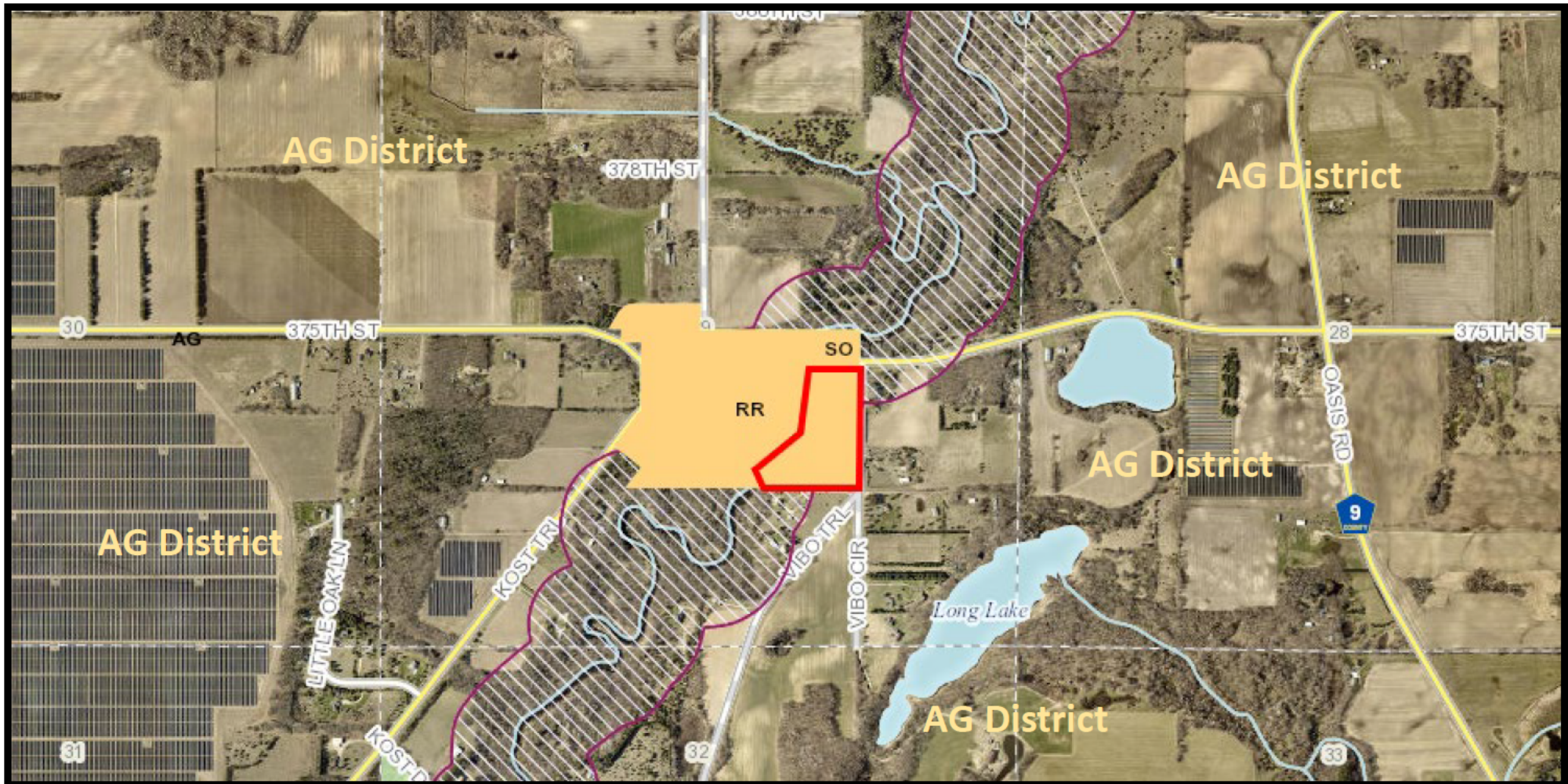


Adam & Sharalyn Stenberg and Ronald Swanson – Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson are requesting the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District. The 13± acre subject site is located at 37454 Vibo Trail in Sunrise Township, S29, T35, R20 (PID 09.00314.00).



Adam & Sharalyn Stenberg and Ronald Swanson – Property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson are requesting the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District. The 13± acre subject site is located at 37454 Vibo Trail in Sunrise Township, S29, T35, R20 (PID 09.00314.00).

-  Sunrise River Overlay (SO) District
-  Rural Residential (RR) District
- AG District** Agricultural (AG) District



RESOLUTION NO. PC2025-0501
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE REZONING OF PID 09.00314.00
FROM RURAL RESIDENTIAL (RR) DISTRICT TO AGRICULTURAL (AG) DISTRICT

WHEREAS, property owners Adam Stenberg & Sharalyn Stenberg and applicant Ronald Swanson submitted a petition dated received March 28, 2025 and considered complete on April 2, 2025 for the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District; and

WHEREAS, the approximate 13-acre subject site is located at 37454 Vibo Trail in Sunrise Township; and

WHEREAS, the subject site is legally described as:

PID 09.00314.00

Part of the Northwest quarter of the Southeast quarter described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter; thence West 12 chains to the Sunrise River; thence Northwesterly on the bank of said River 3 chains 29 links; thence North 50 degrees 30 minutes East 7 chains; thence North 8 degrees 30 minutes East 8 chains more or less to County Road No. 15; thence East to the one-eighth section line; thence South along the one-eighth section line to the place of beginning. All in Section 29, Township 35 North, Range 20 West, Chisago County, Minnesota.

LESS AND EXCEPT

Parcel 4, Chisago County Highway Right-of-Way Plat No. 83, on file and of record in the Office of the County Recorder, Chisago County, Minnesota.

WHEREAS, notice was provided and on May 1, 2025 the Planning Commission conducted a public hearing regarding this petition, 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 Rezoning and made the following findings per Zoning Ordinance Section 8.09:

- | | |
|------------|---|
| Factor #1 | Whether the Amendment will 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 #1 | <i>If the proposed Rezoning is approved, it will only allow for further development of the subject site in accordance with the Agricultural (AG) District rather than the Rural Residential (RR) District. Being that the Chisago County Zoning Ordinance states that the AG District is intended for agriculture and agriculture related uses and low-density residential areas and the RR District is intended to provide a transition area between lower density rural areas and</i> |

those more urban in nature, the County finds that the proposed Rezoning will result in less intense development which will reduce potential impacts on existing facilities and utilities.

Factor #2 Whether the Amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2 *The proposed Rezoning will change the zoning classification of the subject site from Rural Residential (RR) District to Agricultural (AG) District. Being that the subject site is already developed and bordered by the AG District to the east and south, the County finds no evidence to suggest that there would be any negative impact or deterrence to future development in the general vicinity of the subject site. The County further finds that the proposed Rezoning may in fact positively impact the general vicinity and future development of the general vicinity in that the proposed Rezoning, if approved, would not allow the subject site to be subdivided into as many lots / building sites as is currently allowed in the RR District being that the AG District requires larger lots and greater dimensional standards than the RR District.*

Factor #3 The Amendment will not cause traffic hazard or congestion;

Finding #3 *The subject site gains access from Vibo Trail, a well-established Township Road. The Sunrise Town Board, serving as Road Authority, did not express any concerns related to traffic or congestion following its review on April 17, 2025. Therefore, the County finds that the Rezoning itself will not have any negative impact on conditions such as traffic hazard or congestion.*

Factor #4 The Amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4 *Chapter 9, Land Use / Growth Management Element, of the 2017 Chisago County Comprehensive Plan includes a Growth Management Plan Map which appears to identify the subject site as Agriculture / Limited Development. Chapter 9 also discusses the County's desire to preserve the County's rural character and desire to support compatible agricultural and rural residential development. The County finds that the proposed Rezoning of RR District to AG District is compatible with the County's Growth Management Plan Map designation of Agriculture / Limited Development, and further finds that the proposed Rezoning will aid in preserving the County's rural character and supporting compatible agricultural and rural residential development in the County. The County further finds that the proposed Rezoning is consistent with the intent and purpose of the Sunrise River Overlay (SO) District by ensuring larger lot sizes, assuming the subject site was ever proposed for subdivision, which will aid in protecting and preserving the existing natural, scenic and*

recreational values of the Sunrise River and providing for development activities which do not detract from those values.

Factor #5 The Amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5 *The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the subject site meets all dimensional standards for the Agricultural (AG) District and Sunrise River Overlay (SO) District as established by the Zoning Ordinance. Therefore, the County finds that the proposed Rezoning is consistent with all Chisago County land use controls.*

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the Planning Commission hereby recommends **approval** of the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District as requested by property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 1st day of May, 2025.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

RESOLUTION NO. PC2025-0501
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE REZONING OF PID 09.00314.00
FROM RURAL RESIDENTIAL (RR) DISTRICT TO AGRICULTURAL (AG) DISTRICT

WHEREAS, property owners Adam Stenberg & Sharalyn Stenberg and applicant Ronald Swanson submitted a petition dated received March 28, 2025 and considered complete on April 2, 2025 for the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District; and

WHEREAS, the approximate 13-acre subject site is located at 37454 Vibo Trail in Sunrise Township; and

WHEREAS, the subject site is legally described as:

PID 09.00314.00

Part of the Northwest quarter of the Southeast quarter described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter; thence West 12 chains to the Sunrise River; thence Northwesterly on the bank of said River 3 chains 29 links; thence North 50 degrees 30 minutes East 7 chains; thence North 8 degrees 30 minutes East 8 chains more or less to County Road No. 15; thence East to the one-eighth section line; thence South along the one-eighth section line to the place of beginning. All in Section 29, Township 35 North, Range 20 West, Chisago County, Minnesota.

LESS AND EXCEPT

Parcel 4, Chisago County Highway Right-of-Way Plat No. 83, on file and of record in the Office of the County Recorder, Chisago County, Minnesota.

WHEREAS, notice was provided and on May 1, 2025 the Planning Commission conducted a public hearing regarding this petition, 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 Rezoning and made the following findings per Zoning Ordinance Section 8.09:

Factor #1 Whether the Amendment will 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 #1 *If the proposed Rezoning is approved, it will only allow for further development of the subject site in accordance with the Agricultural (AG) District rather than the Rural Residential (RR) District. Being that the Chisago County Zoning Ordinance states that the AG District is intended for agriculture and agriculture related uses and low-density residential areas and the RR District is intended to provide a transition area between lower density rural areas and*

those more urban in nature, the County finds that the proposed Rezoning will result in less intense development which will reduce potential impacts on existing facilities and utilities.

Factor #2 Whether the Amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2 *The proposed Rezoning will change the zoning classification of the subject site from Rural Residential (RR) District to Agricultural (AG) District. Being that the subject site is already developed and bordered by the AG District to the east and south, the County finds no evidence to suggest that there would be any negative impact or deterrence to future development in the general vicinity of the subject site. The County further finds that the proposed Rezoning may in fact positively impact the general vicinity and future development of the general vicinity in that the proposed Rezoning, if approved, would not allow the subject site to be subdivided into as many lots / building sites as is currently allowed in the RR District being that the AG District requires larger lots and greater dimensional standards than the RR District.*

Factor #3 The Amendment will not cause traffic hazard or congestion;

Finding #3 *The subject site gains access from Vibo Trail, a well-established Township Road. The Sunrise Town Board, serving as Road Authority, did not express any concerns related to traffic or congestion following its review on April 17, 2025. Therefore, the County finds that the Rezoning itself will not have any negative impact on conditions such as traffic hazard or congestion.*

Factor #4 The Amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4 *Chapter 9, Land Use / Growth Management Element, of the 2017 Chisago County Comprehensive Plan includes a Growth Management Plan Map which appears to identify the subject site as Agriculture / Limited Development. Chapter 9 also discusses the County's desire to preserve the County's rural character and desire to support compatible agricultural and rural residential development. The County finds that the proposed Rezoning of RR District to AG District is compatible with the County's Growth Management Plan Map designation of Agriculture / Limited Development, and further finds that the proposed Rezoning will aid in preserving the County's rural character and supporting compatible agricultural and rural residential development in the County. The County further finds that the proposed Rezoning is consistent with the intent and purpose of the Sunrise River Overlay (SO) District by ensuring larger lot sizes, assuming the subject site was ever proposed for subdivision, which will aid in protecting and preserving the existing natural, scenic and*

recreational values of the Sunrise River and providing for development activities which do not detract from those values.

Factor #5 The Amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5 *The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the subject site meets all dimensional standards for the Agricultural (AG) District and Sunrise River Overlay (SO) District as established by the Zoning Ordinance. Therefore, the County finds that the proposed Rezoning is consistent with all Chisago County land use controls.*

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the Planning Commission hereby recommends **approval** of the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District as requested by property owners Adam & Sharalyn Stenberg and applicant Ronald Swanson.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 1st day of May, 2025.

Chris DuBose
Eric Leivian
Jim McCarthy
John Sutcliffe

Aye
Aye
Aye
Aye

Dave Whitney
Jolene Wille
Chip Yeager

Aye
Aye
Aye

Jolene Wille
Jolene Wille
Chair

ATTEST: Beth Gervais
Beth Gervais
Land Services Coordinator

Commissioner _____ offered Ordinance No. 2025/0521-1 and moved its enactment:

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2025/0521-1**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE REZONING OF PID 09.00314.00 FROM RURAL RESIDENTIAL (RR) DISTRICT
TO AGRICULTURAL (AG) DISTRICT**

THE CHISAGO COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS, as follows:

Section 1. That property owners Adam Stenberg & Sharalyn Stenberg and applicant Ronald Swanson submitted a petition dated received March 28, 2025 and considered complete on April 2, 2025 for the Rezoning of one parcel from Rural Residential (RR) District to Agricultural (AG) District.

Section 2. That the property proposed for Rezoning is located at 37454 Vibo Trail in Sunrise Township.

Section 3. That the property proposed for Rezoning is approximately 13 acres in size and legally described as:

PID 09.00314.00

Part of the Northwest quarter of the Southeast quarter described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter; thence West 12 chains to the Sunrise River; thence Northwesterly on the bank of said River 3 chains 29 links; thence North 50 degrees 30 minutes East 7 chains; thence North 8 degrees 30 minutes East 8 chains more or less to County Road No. 15; thence East to the one-eighth section line; thence South along the one-eighth section line to the place of beginning. All in Section 29, Township 35 North, Range 20 West, Chisago County, Minnesota.

LESS AND EXCEPT

Parcel 4, Chisago County Highway Right-of-Way Plat No. 83, on file and of record in the Office of the County Recorder, Chisago County, Minnesota.

Section 4. That notice was provided and on May 1, 2025 the Planning Commission conducted a public hearing regarding this petition, at which it heard from the Land Services Coordinator, property owner Adam Stenberg and applicant Ronald Swanson, and invited members of the public to comment.

Section 5. That the Planning Commission recommended approval of the Rezoning per Resolution No. PC2025-0501.

Section 6. That the Board of Commissioners considered the petition and the Planning Commission's recommendation at its May 21, 2025 meeting and found that the Rezoning will result in less intense development which will reduce potential impacts on existing facilities and utilities; that the Rezoning will not cause undue negative impact or deterrence to future development in the general vicinity of the subject site, and that the proposed Rezoning may in fact positively impact the general vicinity and future development of the general vicinity in that the proposed Rezoning, if approved, would not allow the subject site to be subdivided into as many lots / building sites as is currently allowed in the RR District; that the Rezoning will not have any negative impact on conditions such as traffic hazard or congestion; that the Rezoning is compatible with the County's Growth Management Plan Map designation of Agriculture / Limited Development (refer to 2017 Chisago County Comprehensive Plan, Chapter 9), and that the Rezoning will aid in preserving the County's rural character and supporting compatible agricultural and rural residential development in the County, and that the Rezoning is consistent with the intent and purpose of the Sunrise River Overlay (SO) District by ensuring larger lot sizes which will aid in protecting and preserving the existing natural, scenic and recreational values of the Sunrise River and providing for development activities which do not detract from those values; and, that the Rezoning is consistent with all Chisago County land use controls.

Section 7. That the Board of Commissioners of Chisago County, Minnesota hereby approves the Rezoning of PID 09.00314.00 from Rural Residential (RR) District to Agricultural (AG) District and ordains that the County's official Zoning Map be amended accordingly.

Section 8. Summary Publication. Due to the length of this ordinance and the associated cost of publication, per MN Statute 375.51, the Board of Commissioners hereby authorizes the publication of a summary ordinance as follows:

ORDINANCE NO. 2025/0521-1

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE REZONING OF PID 09.00314.00 FROM RURAL RESIDENTIAL (RR) DISTRICT
TO AGRICULTURAL (AG) DISTRICT**

It is the intent and effect of this ordinance to Rezone one parcel, located at 37454 Vibo Trail in Sunrise Township (PID 09.00314.00), from Rural Residential (RR) District to Agricultural (AG) District, and amend the Chisago County Official Zoning Map accordingly. A printed copy of the complete ordinance is available for public inspection by any person during regular office hours at the Chisago County Government Center or by standard or electronic mail by contacting the Chisago County Department of Environmental Services.

Section 9. That this ordinance shall become effective upon its passage and publication.

Passed and approved this 21st day of May, 2025, by the Chisago County Board of Commissioners.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Enacted: May 21, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

This Ordinance was drafted and prepared by:
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

Chisago County Request for Board Action



Meeting Date: March 21, 2025	Item Number: 15
Title of Item for Consideration: Lower St. Croix River Comprehensive Watershed Management Plan, Minor Plan Amendment and FY23 Watershed Based Implementation Funding Work Plan and Budget Amendment	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP – “One Watershed One Plan – 1WIP”) 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. On November 20, 2024, the Chisago County Board of Commissioners approved the WBIF and Annual Work Plan for 2025.	
Background: At their meeting on April 28, 2025, the LSC CWMP Implementation Policy Committee recommends that the Lower St. Croix Partner boards approved a minor amendment to the LSC CWMP and a revision and amendment to the LSC FY23 WBIF grant Work Plan and Budget. These amendments are not expected to increase the overall cost to administer or implement the LSC CWMP and are summarized in the memorandums attached. 1. The first revision for the LSC FY23 WBIF Work Plan and budget is to add “Forest Management Plans or Woodland Stewardship Plans” as an eligible WBIF activity. The plans would now be eligible for WBIF funding and LSC Partners would be able to use the funding to develop plans that will benefit significant rivers, lakes and streams within the watershed. The revision would also require amending the FY23 Budget and extending the WBIF grant expiration date from December 31, 2025 to December 31, 2026.	

According to the Joint Powers Agreement for the Implementation of the LSC CWMP, the next steps for the FY23 WBIF Work Plan and Budget *“The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of the existing Parties.”* The FY23 WBIF Work Plan and Budget amendment is hereby presented for County Board approval.

2. The second is a Minor Plan Amendment to the LSC CWMP modifying Table 5–2 Regionally Significant Rivers and Streams for Pollutant Reductions to specifically list the St. Croix Rivers as a regionally significant river. The St. Croix River was missing from the original LSC CWMP as a priority waterbody and is now amended to include the St. Croix River in Table 5–2 (including small stream and direct drainage areas and excluding local landlocked basin areas). Additional changes to priority locations found within Table 5–1 (Part a #2, Part B #14, and Part D #55) is also listed in red the memorandums attached.

The next steps for the Minor Plan Amendment are when 2/3rd of the local LSC governing boards approve of the amendments, the South Washington Watershed District will move forward with a 30-day notice and comment period and public hearing, to be held at a future LSC CWMP Policy Committee meeting. The LSC CWMP Minor Plan Amendment is hereby presented for County Board approval.

The LSC Policy Committee recommends that all LSC CWMP local governing boards approve the proposed minor plan amendments to the LSC CWMP and the FY23 WBIF Work Plan and Budget amendments.

In addition, at their meeting on May 12, 2025, the Chisago County Water Plan Policy Team approved a recommendation for the Chisago County Board of Commissioners to approve the proposed minor plan amendments to the LSC CWMP and the FY23 WBIF Work Plan and Budget amendments.

Attachment(s):

- Amendment to the FY23 Watershed Based Implementation Funding (WBIF) Work Plan and Budget Cover Memorandum
- Amendment to the Lower St. Croix, Comprehensive Watershed Management Plan (LSC CWMP) Cover Memorandum

Action Requested/Recommended: The County Board is respectfully requested to approve the Minor Plan Amendments to the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP) and the FY23 Watershed Based Implementation Funding (WBIF) Work Plan and Budget Amendments. The following motion/s is suggested:

“Move to Approve the Minor Plan Amendments to the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP) and the FY23 Watershed

**Based Implementation Funding (WBIF) Work Plan and Budget Amendments as
presented at tonight's meeting:"**

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: Lower St. Croix Watershed Partnership member boards

From: Lower St. Croix Watershed Partnership Policy Committee

Date: April 28, 2025

Re: LSC FY23 WBIF Work Plan Revision and Budget Amendment

The Policy Committee met on April 28th and recommends to the Lower St. Croix Watershed Partnership local boards the following work plan revision and budget amendment to the LSC FY23 WBIF grant work plan and budget.

Proposed LSC FY23 WBIF grant work plan revision.

Item #1: add Forest Management Plans or Woodland Stewardship Plans as an eligible activity

elink Activity Category: Targeting Analyses

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity includes ~~two~~ three general types of analyses: 1) Subwatershed Assessment (or similar analysis, not necessarily SWA protocols), ~~and~~ 2) Targeted Street Sweeping Analysis, and 3) Forest Management Plans or Woodland Stewardship Plans.

All priority waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions. Subwatershed analysis requests will be reviewed by the Steering Committee and other committees as appropriate.

Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities for Targeted Street Sweeping Studies. Studies will follow the Tree Canopy Assessment Protocol which is available at www.lsc1w1p.org.

All areas identified in Table 5-1 Part C # 43 of the LSC CWMP are priorities for Forest Management Plans or Woodland Stewardship Plans. Plans will follow the MN DNR Forest Stewardship Program.

Item #2: Budget revision to several work plan activities.

FY23 WBIF - Lower St. Croix Watershed Partners Grant - Steering Committee Recommended Work Plan Budget Revision (03/26/2025)					
A	B	C	D	E	F
WBIF GRANT WORK PLAN ACTIVITY	CURRENT WBIF GRANT ACTIVITY BUDGET	PC RECOMMENDED WBIF GRANT WORK PLAN BUDGET REVISION (04/28/2025)	PR RECOMMENDED WBIF BALANCE WITH WORK PLAN BUDGET REVISION (04/28/2025)	AMOUNT WBIF's ENCUMBERED (04/28/2025)	WBIF BALANCE REMAINING WITH PC RECOMMENDED REVISIONS
A1 Structural Ag BMP Implementation	\$ 260,000.00	\$ 85,472.03	\$ 345,472.03	\$ 345,472.03	\$ -
A2 Structural Urban BMP Implementation	\$ 148,054.00	\$ (18,054.00)	\$ 130,000.00	\$ 130,000.00	\$ -
A3 Non-Structural Ag/Urban BMP Implementation	\$ 122,025.00	\$ (20,000.00)	\$ 102,025.00	\$ 102,025.00	\$ -
A4 Wetland Restoration Implementation	\$ 255,000.00	\$ (15,009.84)	\$ 239,990.16	\$ 239,990.16	\$ -
A5 Agronomy Outreach Specialist	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -
A6 Shared Services Educator	\$ 270,500.00	\$ (12,660.00)	\$ 257,840.00	\$ 227,840.00	\$ 30,000.00
A7 Technical/Engineering	\$ 112,615.00	\$ (36,059.44)	\$ 76,555.56	\$ 76,555.56	\$ -
A8 Internal Analyses	\$ 18,000.00	\$ 27,000.00	\$ 45,000.00	\$ 45,000.00	\$ -
A9 Targeting Analyses	\$ 45,000.00	\$ (6,000.00)	\$ 39,000.00	\$ 19,000.00	\$ 20,000.00
A10 Administration/Coordination	\$ 90,000.00	\$ (4,688.75)	\$ 85,311.25	\$ 85,311.25	\$ -
PROJECT BALANCE:	\$ 1,446,194.00	\$ -	\$ 1,446,194.00	\$ 1,396,194.00	\$ 50,000.00

Item #3: Grant Agreement Expiration Date extension request.

- Current: December 31, 2025
- Recommended: December 31, 2026

Lower St. Croix Watershed Partnership Policy Committee Recommendation

Recommend that the Lower St. Croix Watershed Partnership local boards approve the proposed LSC FY23 WBIF grant work plan revisions to

1. Add Forest Management Plans or Woodland Stewardship Plans as an eligible activity under the Targeted Analyses activity.
2. Amend the budget as recommended by the LSC WP Policy Committee on April 28, 2025
3. Extend the grant agreement expiration date from December 31, 2025 to December 31, 2026.

Next steps

The local governing boards must act on Policy Committee recommendations within 60 days after the day on which the Policy Committee formally adopted such a recommendation. The decisions of the various governing boards of the Lower St. Croix Watershed Partnership will be deemed approved for purposes of this Agreement when 2/3rds of the governing bodies have adopted formal action on the respective recommendation. Upon local board action, please notify both Craig Mell and Angie Hong via email of the local boards decision pertaining to this agenda item. The Chisago SWCD, acting as the Fiscal Agent, will then submit a work plan revision request to the Board of Water and Soil Resources for consideration and approval.

To: Lower St. Croix Watershed Partnership Member Boards
From: Lower St. Croix Watershed Partnership Policy Committee
Date: April 28, 2025

RE: Minor Amendment to Lower St. Croix River Comp. Watershed Management Plan

The Lower St. Croix Watershed Partnership (LSCWP) Policy Committee met on April 28th and recommends that the LSCWP local governing boards approve the following minor amendments to the Lower St. Croix River Comprehensive Watershed Management Plan (Plan). These amendments are not expected to increase the overall cost to administer or implement the Plan.

Proposed Minor Plan Amendments

- 1) Adjust language to priority location descriptions found within Table 5-1 (Part C #43) of the Plan to expand the priority areas for forest management or woodland stewardship plans:
 - Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails and parcels eligible for a DNR woodland stewardship plan that drain to regionally significant rivers and streams for pollutant reductions (Table 5-2) or regionally significant lakes for pollutant reductions or protection (Table 5-3).

By making this adjustment to further define priority areas for woodland stewardship plans, the Plan will better address protection of private forested acres in regions of the watershed that still have substantial forested areas. Intact and productive forest lands provide an expansive array of ecosystem services, including water storage, surface water infiltration, groundwater protection, and reduction of velocity of surface water flow. By working towards private forest land protection, the Plan will help protect water quality benefits. An eligible property for a DNR woodland stewardship plan is one that is 20 to 5,000 acres where at least 10 acres have or will have trees. The size of properties that are eligible is one of the reasons why an expansion of priority areas is recommended. The scale at which the watershed needs to look at properties of that size should be increased in order for the watershed to successfully accomplish related protection goals laid out in the Plan. Priority waterbodies that would benefit from this can be found on Table 5-2 and Table 5-3.

[This space left intentionally blank.]

2) Modify Table 5-2 (Regionally Significant Rivers and Streams for Pollutant Reductions) as follows:

Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions (See Figure 5-2)

Stream Name	Lake St. Croix TMDL Total Phosphorus Reduction Goal (lbs/yr) ¹	10-year TP Reduction Goal (lbs/yr) ²
Sunrise River and Tributaries	18,306	2,256
Lawrence Creek ³	1,177	118
Browns Creek ⁴	848	85
Valley Branch (includes Valley Creek and Kelle's Creek)	968	97
Trout Brook ³	1,419	142
Small Streams Draining to St. Croix River (south of Lawrence Cr & north of Valley Br.)	6,450	645
Rock Creek	3,512	351
Rush Creek	2,451	245
Goose Creek	2,980	298
St. Croix River (including small stream and direct drainage areas and excluding local landlocked basin areas)	9,839	984
TOTAL	38,111 41,500	4,237 4,576
(1) Table B-7, 2012 Lake St. Croix Total Maximum Daily Load Study		
(2) 10% per stream + 425 lbs for stream restoration projects in Sunrise River Watershed		
(3) According to Lake St. Croix TMDL: Actual phosphorus load reduction goals in Lawrence Creek, Valley Branch, and Trout Brook may be smaller than shown (possibly even zero) due to substantial landlocked portions resulting in smaller drainage areas than those used to calculate load reductions.		
(4) Browns Creek reduction goal based on Implementation Plan for Lake St. Croix Nutrient TMDL (2013), App B.		

3) Modify Figure 5-2 (Regionally Significant Rivers and Streams) as attached to include subwatershed boundaries of the areas identified in the amended Table 5-2, consistent with the existing definition of "Direct drainage and direct catchments" on page 59 of the Plan:

Direct drainage and direct catchments: The stream, river, or land area that drains directly to the St. Croix River or Lake St. Croix and that is downstream of a pollutant-mitigating feature such lake, impoundment, pond, or large wetland. (Does not apply in Sunrise River due to the significant pollution contributions from the entire subwatershed and the complex nature of wetlands, impoundments, and connected drainage areas throughout the subwatershed.)

4) Adjust language to priority location descriptions found within Table 5-1 (Part A #2, Part B #14, and Part D #55) to reflect the changes made in items #2 and #3 above:

- Direct drainage areas to St. Croix River **including** through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2, **excluding local landlocked basins.**

Making the minor changes in items #2 through #4 above will correct an ongoing situation whereby the Plan, as currently written, does not recognize its titular waterbody as a regionally significant waterbody worth protecting through implementation of pollutant reductions as otherwise prescribed within the Plan. The modified load reduction goals for direct drainage areas in Table 5-2 are pulled directly from the Lake St. Croix TMDL. The amendment further clarifies the specific exclusion of local land-locked basins consistent with the original intent of the Plan.

LSCWP Policy Committee Recommendation

The LSCWP Policy Committee recommends that all LSCWP local governing boards approve the proposed minor amendments as shown in the attached markup plan pages (Pages 61, 66, 75, 78, 81, and Figure 5-2).

Next Steps

The local governing boards must act on Policy Committee recommendations within 60 days after the day on which the Policy Committee formally adopted such a recommendation. The decisions of the various governing boards of the Lower St. Croix Watershed Partnership will be deemed approved for purposes of this Agreement when 2/3rds of the governing bodies have adopted formal action on the respective recommendation. Upon local board action, please notify Craig Mell (Chisago SWCD), Angie Hong (Washington SWCD), and Kyle Axtell (South Washington WD) via email of the local board's decision pertaining to this agenda item. The South Washington WD will then proceed with minor plan amendment procedures consistent with the Plan and BWSR operating procedures, including a 30-day notice and comment period and public hearing, to be held at a future LSCWP Policy Committee meeting.

B. 2021 – 2030 Implementation Table: Table 5-1

Table 5-1 Part A. Implementation Actions for Agricultural Lands

Table 5-1 Part A: Implementation for Agricultural Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-year Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency		
  	Implementation Actions		Estimated Costs												
	(A) Shared Services: Hire or contract with agricultural conservationist and agronomist 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. A target is to interact with operators of >3,000 acres. 20% of the position will be support of implementation of BMPs led by others.]		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000	\$0	\$0	\$1,250,000	LSC Partne rship	BWSR MDA NRCS U of M Ext		
	(A) Provide cost share for installing or implementing agricultural best management practices, both structural and non-structural (e.g. soil health BMPs, feedlot improvements, buffers, swales, etc.). Projects to be chosen through targeting and prioritization process described in Section VII.B.		\$690,000	\$940,000	\$1,190,000	\$1,190,000	\$1,190,000	\$5,200,000	A \$20,000	A	\$4,335,000	SWCD WMO WD CLLID	BWSR NRCS MDA MDH		
									C \$200,000	C \$200,000					
									I	I \$40,000					
									P \$5,000	P					
									W \$250,000	W \$150,000					
	(C) Provide conservation planning, technical assistance and education on agricultural best management practices through existing local staff and local initiatives		\$547,800	\$547,800	\$547,800	\$547,800	\$547,800	\$2,739,000	\$475,000		\$0	SWCD WMO WD	BWSR NRCS MDA U of M Ext		
									\$390,000						
									A	A					
C									C \$500,000						
I									I \$24,000						
Priority Location		Measurable Output		Output by Biennium											
1. GW Quality (Table 3-1 GW1A, 2B)	Basin Wide Priority - Agricultural lands where: 1) DWSMA vulnerability is moderate, high, or very high; or 2) Pollution sensitivity to wells is high or very high; or 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate See Figure 5-1	Install BMPs on 2,200 acres that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater	300 ac	400 ac	500 ac	500 ac	500 ac								
2. Rivers & Streams + St. Croix River WQ (Table 3-1 R&S 1A; STC 1B, C)	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River including through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 , excluding local landlocked basins See Table 5-2 for streams and total phosphorus reduction goals; see Figure 5-2	Reduce total phosphorus by 3,300 lbs/year (install approximately 220 BMPs @ estimated 15 lbs/BMP) and reduce TSS, bacteria, and nitrogen as secondary benefit	450 lbs TP (approx. 30 BMPs)	600 lbs TP (approx. 40 BMPs)	750 lbs TP (approx. 50 BMPs)	750 lbs TP (approx. 50 BMPs)	750 lbs TP (approx. 50 BMPs)								

Table 5-1 Part B: Implementation for Developed and Developing Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency	
12. GW recharge & stream flow (Table 3-1 GW 2B, R&S 3A)	In critical groundwater recharge areas as identified in existing or future maps or studies	Retrofit 20 existing developments with infiltration, recharge and reuse projects	4 projects	4 projects	4 projects	4 projects	4 projects							
13. St. Croix River flows (Table 3-1 STC 3A)	Direct catchments to the St. Croix River and Lake St. Croix	Evaluate and update small storm volume control and large storm rate control ordinances in 4 communities			2 LGUs	2 LGUs								
14. St. Croix River + Rivers & streams WQ (Table 3-1 STC 1B; R&S 1A)	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River including through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2, excluding local landlocked basins See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)							
15. Lake WQ (Table 3-1 LK 1B)	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See Figure 5-3	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)							
16. St. Croix River chlorides (Table 3-1 STC 1D)	Basin wide	75% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training	Total of 15% of cities	Total of 30% of cities	Total of 45% of cities	Total of 60% of cities	Total of 75% of cities							
	Implementation Action		Estimated Costs											
	(C) Contact highest urban/suburban groundwater consumers; provide cost share to install smart irrigation technologies		\$0	\$290,000	\$290,000	\$0	\$0	\$580,000	A	A	\$10,000	\$470,000	COs SWCDs WDs WMOs	MDNR U of M Ext
									C	C				
									I	I				
									P	P				
									W	W				
									\$100,000		\$10,000			

Table 5-1 Part C: Implementation for Ecosystem Services			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency
41. Land protection (Table 3-1 UP 1C, LK 1B)	First priority: Areas where upland habitat is fractured and shoreline areas where there is high to moderate development or land under future development pressure Second priority: Basin wide	Create 20 new Landscape Stewardship Plans	4 new plans	4 new plans	4 new plans	4 new plans	4 new plans						
42. Habitat improve (Table 3-1 UP 2C)	Basin wide based on prioritized mapping including MLCCS maps and other critical habitat mapping	1,000 new acres managed for better habitat, or as recommended in Landscape Stewardship Plans	200 new acres managed	200 new acres managed	200 new acres managed	200 new acres managed	200 new acres managed						
43. Protected lands (Table 3-1 UP 2B)	Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails <u>and parcels eligible for a DNR woodland stewardship plan that drain to regionally significant rivers and streams for pollutant reductions (Table 5-2) or regionally significant lakes for pollutant reductions or protections (Table 5-3)</u>	Increase acres under private Forest Management Plans or Woodland Stewardship Plans by 20% [23 plans over 10 years]	4 new plans developed	4 new plans developed	4 new plans developed	4 new plans developed	7 new plans developed						
TOTAL "A" High Priorities for WBIF								\$4,330,000	\$1,431,500	\$155,000	\$2,743,500*		
TOTAL "B" Secondary Priorities for WBIF								\$2,650,000	\$140,000	\$90,000	\$2,420,000*		
TOTAL "C" Local Priorities								\$5,035,000	\$2,061,900	\$1,582,000	\$1,391,100		
TABLE 5-1, Part C: GRAND TOTAL								\$12,015,000	\$3,633,400	\$1,827,000	\$6,554,600		

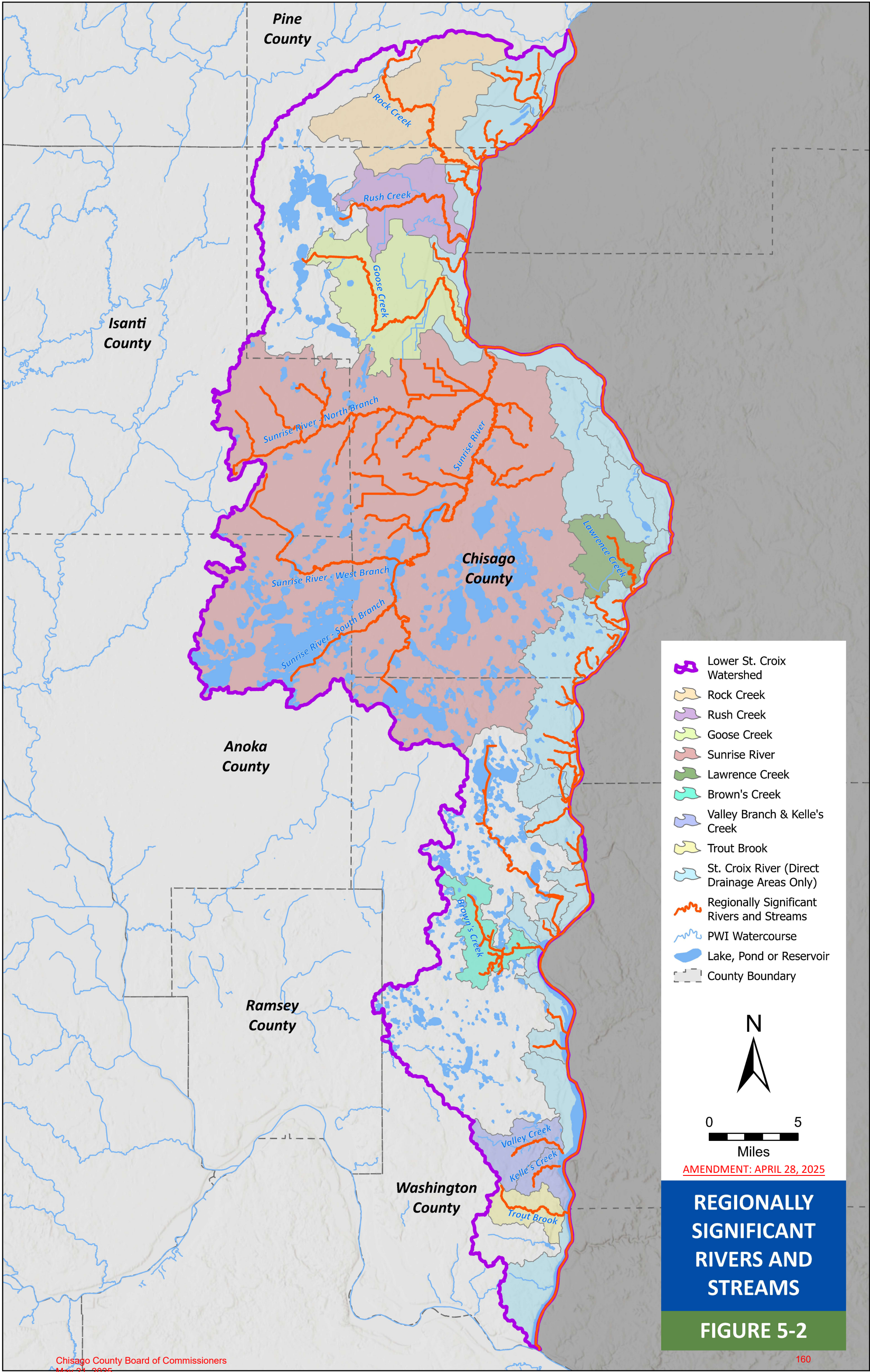
*This total may not reflect the true additional external funding need given significant variation in existing local and stable external funds between counties and LSC Partners.

Table 5-1 Part D. Implementation for Prioritization and Analysis

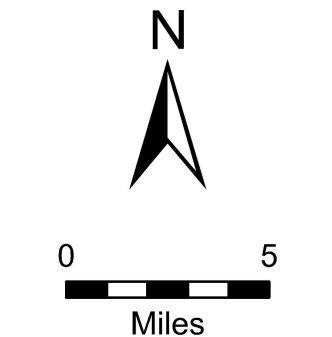
Goals & Issues Table 3-1		Priority Locations	Measurable Outputs	Implementation Actions	Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency
55	R&S 1A, STC 4B 	Regionally Significant Rivers and Streams: - Streams and tributaries in Sunrise R. Watershed - Direct drainage areas to St. Croix River <u>including</u> through Rock, Rush, Goose, and Browns Creeks and Trout Brook and other small streams as shown in Table 5-2 and Figure 5-2 , <u>excluding local landlocked basins</u>	20 subwatershed project targeting analyses are completed (estimated \$10,000 - \$50,000/SWA or \$30,000 ave)	mapping, modeling, cost benefit analyses, or other data-driven targeting activities. See Section VII.B. for further description.	\$150,000 (5 SWAs)	\$150,000 (5 SWAs)	\$120,000 (4 SWAs)	\$90,000 (3 SWAs)	\$90,000 (3 SWAs)						
56	STC 4A, 4C  	Tributaries to the St. Croix	Coordinated hydrologic, chemical, and biological monitoring of the St. Croix River and its tributaries; nutrient loading data of major tributaries to the St. Croix River is evaluated.	Operate up to 10 new monitoring stations that lack data (quality and quantity) to evaluate progress toward achieving the TMDL and to identify priority subwatersheds. @ \$10,000/year/station	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	A C I P W \$100,000 \$100,000	A C I P W \$0	\$800,000	Counties SWCDs WDs WMOS CLLID	MPCA SCRA Met Council USGS St. Cr Res Station Basin Team
57	STC 3A 	Land use authorities in the St. Croix Riverway.	Evaluate the floodplain and zoning ordinances for consistency and effectiveness in protecting the floodplain function and preventing flood damages. Include impacts of variances in the evaluation.	Work with land use authorities along St. Croix River and MnDNR Area Hydrologists to evaluate floodplain and zoning ordinances and update where appropriate.	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	A C \$50,000 I P W \$50,000	A C \$50,000 I P W \$50,000	\$150,000	Counties SWCDs WDs WMOS	MDNR SCRA
58	STC 4B & UP 2A 	Intermittent and perennial tributaries and watercourses flowing directly to St. Croix River	Inventory and prioritize active erosion sites.	Identify, evaluate, and rank active gullies directly discharging into the St. Croix or its tributaries [LIDAR to identify gully locations; RUSLE & BWSR pollution reduction calculator to determine pollution reduction numbers]	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	A C I P W \$0	A C \$25,000 I P W \$25,000	\$225,000	Counties SWCDs WDs WMOS	MDNR BWSR
59	STC 2B, 4C UP 1A 	Basin wide	Map priority restoration and protection areas for acquisition, easements, and voluntary stewardship	Complete level 4/5 MLCCS basin wide. Expand the Washington County Natural Resource Framework and use their methodology in Anoka, Chisago, Isanti, and Pine Counties. (MLCCS = \$1,000/sq mi * 640 sq miles)	\$240,000	\$200,000	\$200,000	\$0	\$0	\$640,000	\$0	\$0	\$640,000	Counties SWCDs	MDNR BWSR MPCA

Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions (See Figure 5-2)

Stream Name	Lake St. Croix TMDL Total Phosphorus Reduction Goal (lbs/yr) ¹	10-year TP Reduction Goal (lbs/yr) ²
Sunrise River and Tributaries	18,306	2,256
Lawrence Creek ³	1,177	118
Browns Creek ⁴	848	85
Valley Branch (includes Valley Creek and Kelle's Creek)	968	97
Trout Brook ³	1,419	142
Small Streams Draining to St. Croix River (south of Lawrence Cr & north of Valley Br.)	6,450	645
Rock Creek	3,512	351
Rush Creek	2,451	245
Goose Creek	2,980	298
<u>St. Croix River (including small stream and direct drainage areas and excluding local landlocked basin areas)</u>	<u>9,839</u>	<u>984</u>
TOTAL	38,111 <u>41,500</u>	4,237 <u>4,576</u>
(1) Table B-7, 2012 Lake St. Croix Total Maximum Daily Load Study (2) 10% per stream + 425 lbs for stream restoration projects in Sunrise River Watershed (3) According to Lake St. Croix TMDL: Actual phosphorus load reduction goals in Lawrence Creek, Valley Branch, and Trout Brook may be smaller than shown (possibly even zero) due to substantial landlocked portions resulting in smaller drainage areas than those used to calculate load reductions. (4) Browns Creek reduction goal based on Implementation Plan for Lake St. Croix Nutrient TMDL (2013), App B.		



- Lower St. Croix Watershed
- Rock Creek
- Rush Creek
- Goose Creek
- Sunrise River
- Lawrence Creek
- Brown's Creek
- Valley Branch & Kelle's Creek
- Trout Brook
- St. Croix River (Direct Drainage Areas Only)
- Regionally Significant Rivers and Streams
- PWI Watercourse
- Lake, Pond or Reservoir
- County Boundary



AMENDMENT: APRIL 28, 2025

REGIONALLY SIGNIFICANT RIVERS AND STREAMS

FIGURE 5-2

Chisago County Request for Board Action



Meeting Date: March 21, 2025	Item Number: 16
Title of Item for Consideration: Professional/Technical Services Contract Amendment – Chisago Soil and Water Conservation District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: Chisago County Water Resources has received approval of biannual professional and technical services contracts with the Chisago Soil and Water Conservation District (SWCD) since 2011. Tasks included in these contracts involve the assessment and summary of results from yearly lakes monitoring. Since 2011, the Chisago Lakes Lake Improvement District funded between \$6,000 and \$7,000 each year for the SWCD assessment and report. On December 18, 2024, the Chisago County Board of Commissioners approved the scope of services and Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago SWCD for completion of the 2025 water quality monitoring assessment and report. Chisago SWCD staff will complete an assessment of the water quality monitoring completed by local volunteers, SWCD staff, Chisago County staff, and/or CLLID staff during the summer of 2025. In the 2025 budgeting process, the Chisago Lakes Lake Improvement District (CLLID) presented a budget that no longer cost shared annual SWCD lake monitoring costs. In 2025, Water Resources began assuming full sample analysis and report preparation costs countywide, including CLLID designated lakes. The approved FY 2025 budget includes \$8,000 in Water Plan funding in 2025 to complete the water quality monitoring assessment and report for all lakes located in the county.	
Background: The attached Amendment to the Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago SWCD outlines and adjusted scope of services not to exceed \$10,300. The original agreement as approved in the FY2025 budget did not exceed \$8,000. However, an additional \$2,300 is needed to update the monitoring report to a new format as agreed upon by Chisago County Water Resources and Chisago SWCD staff. With this adjustment, results from lakes monitoring in 2024 will be assessed and compiled into the new report format showing all data relative to State approved water quality standards and expected levels. A budget adjustment commensurate with this \$2,300 increase is presented for approval.	

Attachment(s):

- Amendment to the Professional/Technical Services Contract Between Chisago County Environmental Services Department and Chisago Soil and Water Conservation District
- Budget Adjustment

Action Requested/Recommended: The County Board is respectfully requested to approve the Amendment to the Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago Soil and Water Conservation District and affiliated Budget Adjustment for completion of water quality monitoring assessment and report. The following motion/s is suggested:

“Move to Approve the Amendment to the Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago Soil and Water Conservation District and Affiliated Budget Adjustment for Water Quality Monitoring Assessment as presented at tonight’s meeting.”

Implications of Action: Recommended Board action authorizes Chisago County to receive expertise and assistance from the Chisago SWCD for completion of water quality monitoring assessment and report.

Budget/Financial Implications: The General Engineering Services Scope of Work activities will be implemented using the amended amount of up to \$10,300 in County Water Plan funding 611.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies, subject to County Attorney review as to form.

Administrator’s RecommendationApprove CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number. 17
Title of Item for Consideration: Report and Recommendations from the May 14, 2025, 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 April 9th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: Current Year-to-Date Financial Update: The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. The Committee recommended accepting the reports. Monthly Current County Staffing Update: Administrator Burnham presented the monthly county staffing update. The Committee recommended accepting the reports. Memo – 2026 Minnesota Legislative Session: Administrator Burnham provided greater information on the current legislative session and some potential impacts on the Chisago County levy. No action was taken. Tax Forfeiture Delegation:	

County Auditor-Treasurer Konrad presented to the Board information on the tax forfeiture process in Minnesota and asked that the Board delegate the County Auditor-Treasurer responsibility for the tax forfeiture processes in Chisago County. ***The Committee recommended giving responsibility to the County Auditor-Treasurer for the County's Tax Forfeiture processes.***

Tax Forfeiture Tree Removal – City of Stacy:

County Auditor-Treasurer Konrad discussed a 'troubled' parcel with a dead tree in the city of Stacy. She recommended paying for the tree's removal with tax forfeiture funds, and listing the property for sale and using the sale proceeds to recuperate the funds. ***The Committee recommended removing the tree with tax forfeiture funds, and listing the property for sale and using the sale proceeds to recuperate the funds.***

ECSI – Cellular Fire Alarm Government Buildings:

County Administrator Burnham presented the quote to make all the fire panels in the County's buildings digital. ***The Committee recommended not funding the change.***

Sale of County Property Discussion:

County Administrator Burnham discussed the recently discovered county owned properties and whether the Committee would like to sell the properties. ***The Committee recommended exploring the parcels and preparing the parcels for sale.***

Change Order for Courthouse Emergency Power Generator:

County Enterprise Services Director Eckel presented to the Committee an issue with the emergency power generator project requiring payment of a change order. ***The Committee recommended having County Attorney Reiter reviewing the change order request.***

Attachment:

- May 21st Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the May 21st Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be

undertaken via the above individual motions or via the following encompassing motion:

“Move to accept the May 21st Budget and Finance Report.”

And

“move to approve giving responsibility to the County Auditor-Treasurer for the County’s Tax Forfeiture processes.”

And

“move to approve removing the tree on Parcel 19.00012.60 with tax forfeiture funds, and listing the property for sale and using the sale proceeds to recuperate the funds.”

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 _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, May 14, 2025

County Board Room, Room 172 at 3:00 p.m.

PROPOSED AMENDED AGENDA

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

- 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
 - g. Public Safety Funds
 - h. Budget Adjustment Forms – ROW Carryover and ARMER/CCSO
- II.** Monthly Current County Staffing Update
- III.** Memo – 2026 Minnesota Legislative Session
- IV.** Tax Forfeiture Delegation
- V.** Tax Forfeiture Tree Removal – City of Stacy
- VI.** ECSI – Cellular Fire Alarm Government Buildings
- VII.** Sale of County Property Discussion
- VIII.** ***** Change Order for Courthouse Emergency Power Generator*****
- IX.** CORRESPONDENCE – AMC Letter – MN Senate Tax Committee

Upcoming Schedule

- **Chisago County Board of Commissioners Meeting, Wednesday, May 21st, 2025**

**BUDGET TO ACTUAL
AS OF 04/30/2025
33% OF YEAR COMPLETE**



	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
GENERAL FUND						
Board of Commissioners	\$ 541,494	\$ 541,494	\$ 211,345	39%	39%	2025 Annual Dues: AMC - \$27,356 MICA - \$16,556 AMC Conference
District Court	212,500	231,821	67,335	32%	29%	
Law Library	40,514	184,939	16,804			Restricted
County Administrator	1,195,000	1,195,000	402,255	34%	34%	Q1 - Q2 HUB Fees Conferences & Training
Auditor-Treasurer	1,002,207	1,007,507	295,656	30%	29%	
Audit	90,000	90,000	250	0%	0%	
Assessor	1,153,945	1,153,945	365,779	32%	32%	
Enterprise Services	6,872,508	6,872,508	2,247,471	33%	33%	
Central Services	78,600	78,600	33,873	43%	43%	2025 New Lease Payments
Elections	119,000	328,142	36,352	31%	11%	
County Attorney	2,982,337	2,982,337	932,077	31%	31%	
County Attorney Forfeiture	-	39,767	1,384			Restricted
Recorder	392,467	394,767	129,388	33%	33%	
Recorder Technology	1,500	435,839	80,569			Restricted
Recorder Compliance	24,200	1,223,619	339,365			Restricted
Maintenance	1,475,574	1,475,574	518,391	35%	35%	2025 Annual Contract Payments
Planning & Zoning	1,370,998	1,396,257	516,560	38%	37%	2024 Share of Permits to Cities Quarterly Permit Surcharge
Wellness, Safety and Ergo	-	27,966	3,512	0%	13%	
General Government	1,436,924	1,436,924	1,454,292	101%	101%	2025 Gen Liab & Worker's Comp Ins Housing Aid HRA-EDA (State Grant) Retiree Payouts: \$200k Budget - \$145k Actual
Contingency	-	208,630	6,138	0%	3%	
Contingency - Special Projects	100,000	100,000	-	0%	0%	
Sheriff	8,968,535	8,979,406	2,802,381	31%	31%	
Sheriff Forfeitures	-	26,317	-			Restricted
Sheriff's Reserve	-	10,149	1,127			Restricted
Sheriff's Contingency	-	932	-			Restricted
Gun Permits	-	87,952	1,007			Restricted
Project Lifesaver	-	6,286	1,489			Restricted
Public Safety Grants	151,810	1,201,115	51,756			Restricted
Coroner	153,159	153,159	38,925	25%	25%	Q1 25 Contract Payment
County Jail	5,317,438	5,317,438	1,662,192	31%	31%	
Jail Canteen	-	119,465	2,561			Restricted
Probation & Parole	1,599,234	1,599,234	506,102	32%	32%	1st Half 2024 Sentence to Serve
Emergency Management	157,121	157,121	76,349	49%	49%	2025 CODERED - \$32,253
E-911	279,000	869,535	-			Restricted
Controlled Substances - SOF	-	1,162	-			Restricted
Historical Society	40,000	40,000	20,000	50%	50%	1st Half 2025 Allocation
Regional Library	837,927	837,927	418,964	50%	50%	1st Half 2025 Allocation
Parks	649,171	649,171	183,599	28%	28%	
County Agricultural Society	16,000	24,000	8,000	50%	33%	Q4 25 Allocation
County Extension Services	179,761	179,761	40,791	23%	23%	
Soil & Water	212,000	212,000	106,000	50%	50%	1st Half 2025 Allocation

**BUDGET TO ACTUAL
AS OF 04/30/2025
33% OF YEAR COMPLETE**

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
Water Quality Grant	219,995	528,562	51,772			Restricted
Sewer Grants	-	61,118	55,937			Restricted
Wetland Grant	125,170	125,170	43,920			Restricted
Watercraft Inspection	245,350	469,017	28,834			Restricted
Economic Dev (Tax Abatements)	38,500	38,500	-	0%	0%	
TOTAL GENERAL FUND	\$ 38,279,939	\$ 43,100,133	\$ 13,760,502	36%	32%	
ROAD AND BRIDGE FUND						
Surveyor	\$ 183,113	\$ 183,113	\$ 57,352	31%	31%	
Highway Administration	467,128	467,128	143,403	31%	31%	
Highway Engineering	5,378,802	5,378,802	1,435,147	27%	27%	
Highway Construction	12,800,000	12,800,000	649,494	5%	5%	
Highway Maintenance	4,973,934	5,993,996	968,032	19%	16%	
Equipment Maint/Shop	1,458,234	1,487,315	475,548	33%	32%	
Traffic Operations	670,327	670,327	121,246	18%	18%	
TOTAL ROAD AND BRIDGE FUND	\$ 25,931,538	\$ 26,980,681	\$ 3,850,222	15%	14%	
HEALTH AND HUMAN SERVICES						
Veterans Service	\$ 265,582	\$ 265,582	\$ 82,022	31%	31%	
Income Maintenance	4,207,936	4,470,871	1,400,374	33%	31%	
Social Services	11,813,835	11,969,247	3,777,119	32%	32%	
Public Health Nursing	2,356,784	2,568,686	766,908	33%	30%	
Opioid Settlement	-	1,219,796	56,686			Restricted
TOTAL HEALTH AND HUMAN SERVICES	\$ 18,644,137	\$ 20,494,182	\$ 6,083,109	33%	30%	
BUILDING FUND						
General Government	\$ 86,267	\$ 86,267	\$ 86,267	100%	100%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	0%	
TOTAL BUILDING FUND	\$ 86,267	\$ 103,267	\$ 86,267	100%	84%	
CAPITAL EQUIPMENT FUND						
Administration	\$ -	\$ 2,030	\$ 200	0%	10%	
Enterprise Servcies	1,100,018	1,705,458	577,209	52%	34%	
Elections	63,500	222,411	887	1%	0%	
Facilities/Maintenance	258,946	536,473	121,299	47%	23%	
Other General Gov (Unallocated)	42,251	268,893	-	0%	0%	
Sheriff	571,472	781,100	486,501	85%	62%	
Highway	1,059,000	1,535,076	794,428	75%	52%	
Environmental Services/Parks	228,500	304,744	82,405	36%	27%	
Armer Radio - Replacement	-	378,980	-	0%	0%	
TOTAL CAPITAL EQUIP FUND	\$ 3,323,687	\$ 5,735,165	\$ 2,062,929	62%	36%	
SOLID WASTE FUND						
Score Grant Fund	\$ 341,656	\$ 341,656	\$ 38,918	11%	11%	
HHW Operations	446,465	842,989	106,521	24%	13%	
TOTAL SOLID WASTE FUND	\$ 788,121	\$ 1,184,645	\$ 145,439	18%	12%	
PARK ACQUISITION & IMPROVEMENT FUND						
Park Acq & Imp Fund	\$ -	\$ -	\$ 9,600	0%	0%	
PARK ACQ & IMP FUND	\$ -	\$ -	\$ 9,600	0%	0%	

**BUDGET TO ACTUAL
AS OF 04/30/2025
33% OF YEAR COMPLETE**

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
LAKE IMPROVEMENT DISTRICT MAINTENANCE						
LID Maintenance	\$ 393,770	\$ 718,051	\$ 166,492	42%	23%	
TOTAL LAKE IMPV DIST MAINT	\$ 393,770	\$ 718,051	\$ 166,492	42%	23%	
DEBT SERVICE FUND						
Road Debt	\$ 1,962,350	\$ 1,962,350	\$ 1,909,569	97%	97%	Principal + Interest
HHS Debt	242,775	242,775	235,931	97%	97%	Principal + Interest
Library Debt	440,750	440,750	440,750	100%	100%	Principal + Interest
Jail Debt	1,282,839	1,282,839	812,131	63%	63%	Principal + Interest
Business Park Bonds	228,800	228,800	196,400	86%	86%	Principal + Interest
Capital Projects	581,947	581,947	438,945	75%	75%	Principal + Interest
TOTAL DEBT SERVICE FUND	\$ 4,739,461	\$ 4,739,461	\$ 4,033,726	85%	85%	
TOTAL ALL FUNDS	\$ 92,186,920	\$ 103,055,585	\$ 30,198,286	33%	29%	

**OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 04/30/2025
33% OF YEAR COMPLETE**

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
GENERAL FUND						
Board of Commissioners	\$ 275,512	\$ 275,512	\$ 123,993	45%	45%	2025 Annual Dues: AMC - \$27,356 MICA - \$16,556 AMC Conference
District Court	212,500	231,821	67,335	32%	29%	
Law Library	30,000	174,425	14,329			Restricted
County Administrator	127,700	127,700	70,726	55%	55%	Q1 - Q2 HUB Fees Conferences & Training
Auditor-Treasurer	27,280	32,580	8,923	33%	27%	
Audit	90,000	90,000	250	0%	0%	
Assessor	69,450	69,450	17,527	25%	25%	
Enterprise Services	4,630,222	4,630,222	1,515,179	33%	33%	
Central Services	78,600	78,600	33,873	43%	43%	2025 New Lease Payments
Elections	119,000	328,142	36,352	31%	11%	
County Attorney	92,500	92,500	48,119	52%	52%	1st Half Restorative Justice - \$17,500
County Attorney Forfeiture	-	39,767	1,384			Restricted
Recorder	19,300	21,600	8,097	42%	37%	1st Half Legal (Registrar of Titles)
Recorder Technology	1,500	435,839	80,569			Restricted
Recorder Compliance	24,200	1,223,619	339,365			Restricted
Maintenance	863,643	863,643	315,592	37%	37%	2025 Annual Contract Payments
Planning & Zoning	205,370	230,629	142,000	69%	62%	2024 Share of Permits to Cities Quarterly Permit Surcharge
Wellness, Safety and Ergo	-	27,966	3,512	0%	13%	
General Government	1,436,924	1,436,924	1,454,292	101%	101%	2025 Gen Liab & Worker's Comp Ins Housing Aid HRA-EDA (State Grant) Retiree Payouts: \$200k Budget - \$145k Actual
Contingency	-	208,630	6,138	0%	3%	
Contingency - Special Projects	100,000	100,000	-	0%	0%	
Sheriff	921,359	932,230	252,314	27%	27%	
Sheriff Forfeitures	-	26,317	-			Restricted
Sheriff's Reserve	-	10,149	1,127			Restricted
Sheriff's Contingency	-	932	-			Restricted
Gun Permits	-	87,952	1,007			Restricted
Project Lifesaver	-	6,286	1,489			Restricted
Public Safety Grants	151,810	1,201,115	51,756			Restricted
Coroner	153,159	153,159	38,925	25%	25%	Q1 25 Contract Payment
County Jail	741,430	741,430	240,443	32%	32%	
Jail Canteen	-	119,465	2,561			Restricted
Probation & Parole	136,680	136,680	53,456	39%	39%	1st Half 2024 Sentence to Serve
Emergency Management	33,374	33,374	33,223	100%	100%	2025 CODERED - \$32,253
E-911	279,000	869,535	-			Restricted
Controlled Substances - SOF	-	1,162	-			Restricted
Historical Society	40,000	40,000	20,000	50%	50%	1st Half 2025 Allocation
Regional Library	837,927	837,927	418,964	50%	50%	1st Half 2025 Allocation
Parks	137,000	137,000	36,805	27%	27%	
County Agricultural Society	16,000	24,000	8,000	50%	33%	Q4 25 Allocation
County Extension Services	179,761	179,761	40,791	23%	23%	
Soil & Water	212,000	212,000	106,000	50%	50%	1st Half 2025 Allocation
Water Quality Grant	75,400	383,967	5,959			Restricted
Sewer Grants	-	61,118	55,937			Restricted
Welland Grant	5,000	5,000	5,672			Restricted
Watercraft Inspection	50,675	274,342	2,352			Restricted
Economic Dev (Tax Abatements)	38,500	38,500	-	0%	0%	
TOTAL GENERAL FUND	\$ 12,412,776	\$ 17,232,970	\$ 5,664,336	46%	33%	

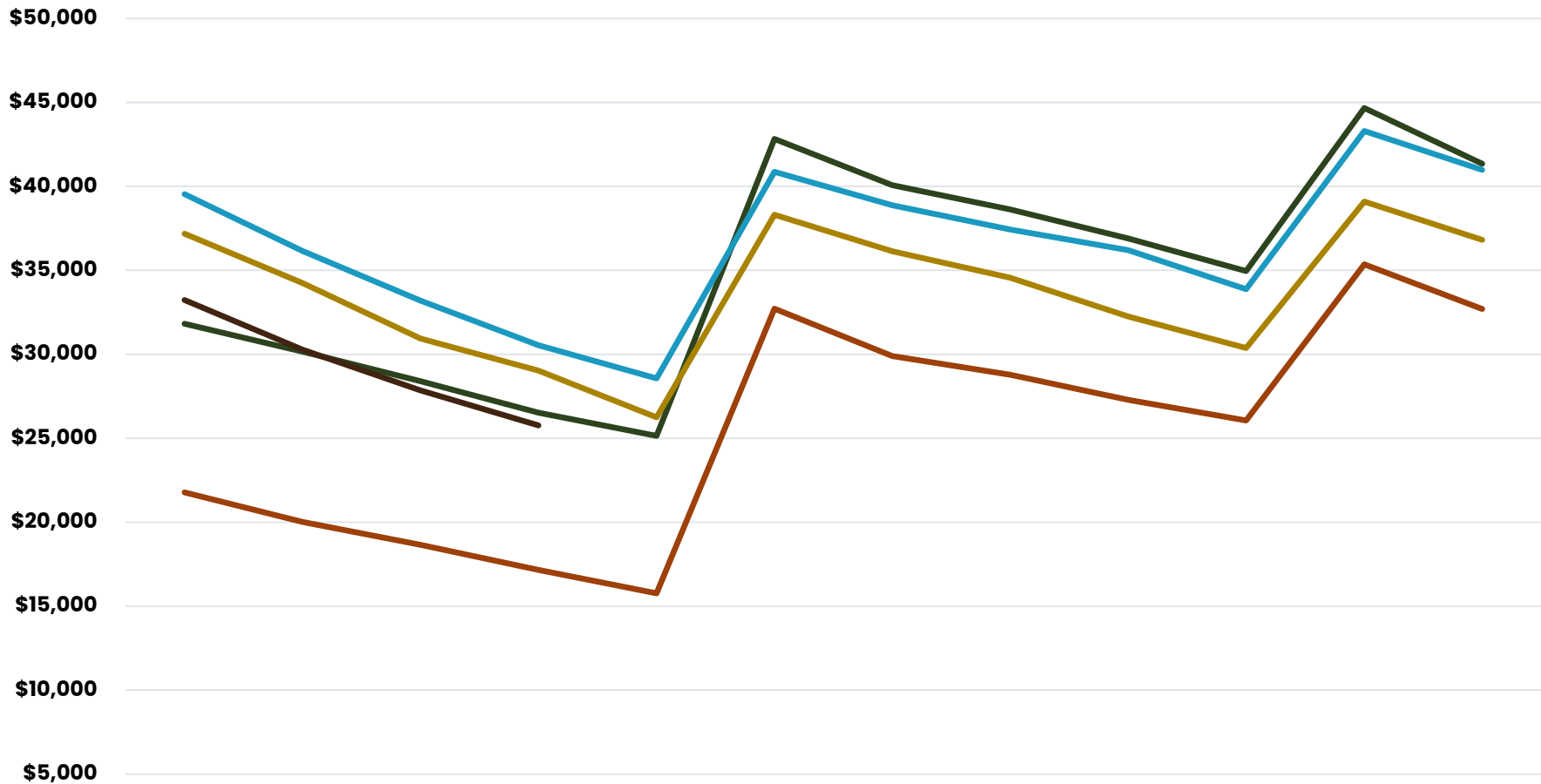
**OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 04/30/2025
33% OF YEAR COMPLETE**

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
ROAD AND BRIDGE FUND						
Surveyor	\$ 6,350	\$ 6,350	\$ 1,075	17%	17%	2025 Annual Dues
Highway Administration	33,850	33,850	15,876	47%	47%	
Highway Engineering	4,269,350	4,269,350	1,107,175	26%	26%	
Highway Construction	12,800,000	12,800,000	649,494	5%	5%	
Highway Maintenance	2,933,345	3,953,407	371,038	13%	9%	
Equipment Maint/Shop	943,200	972,281	245,980	26%	25%	
Traffic Operations	438,500	438,500	44,998	10%	10%	
TOTAL ROAD AND BRIDGE FUND	\$ 21,424,595	\$ 22,473,738	\$ 2,435,636	11%	11%	
HEALTH AND HUMAN SERVICES						
Veterans Service	\$ 36,000	\$ 36,000	\$ 7,730	21%	21%	Restricted
Income Maintenance	796,702	1,059,637	297,448	37%	28%	
Social Services	3,907,188	4,062,600	1,272,368	33%	31%	
Public Health Nursing	382,850	594,752	60,336	16%	10%	
Opioid Settlement	-	1,219,796	54,099			
TOTAL HEALTH AND HUMAN SERVI	\$ 5,122,740	\$ 6,972,785	\$ 1,691,981	33%	24%	
BUILDING FUND						
General Government	\$ 86,267	\$ 86,267	\$ 86,267	100%	100%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	0%	
TOTAL BUILDING FUND	\$ 86,267	\$ 103,267	\$ 86,267	100%	84%	
CAPITAL EQUIPMENT FUND						
Administration	\$ -	\$ 2,030	\$ 200	0%	10%	
Enterprise Servcies	1,100,018	1,705,458	577,209	52%	34%	
Elections	63,500	222,411	887	1%	0%	
Facilities/Maintenance	258,946	536,473	121,299	47%	23%	
Other General Gov (Unallocat	42,251	268,893	-	0%	0%	
Sheriff	571,472	781,100	486,501	85%	62%	
Highway	1,059,000	1,535,076	794,428	75%	52%	
Environmental Services/Parks	228,500	304,744	82,405	36%	27%	
Armer Radio - Replacement	-	378,980	-	0%	0%	
TOTAL CAPITAL EQUIP FUND	\$ 3,323,687	\$ 5,735,165	\$ 2,062,929	62%	36%	
SOLID WASTE FUND						
Score Grant Fund	\$ 276,401	\$ 276,401	\$ 18,508	7%	7%	
HHW Operations	194,227	590,751	46,954	24%	8%	
TOTAL SOLID WASTE FUND	\$ 470,628	\$ 867,152	\$ 65,462	14%	8%	
PARK ACQUISITION & IMPROVEMENT FUND						
Park Acq & Imp Fund	\$ -	\$ -	\$ 9,600	0%	0%	
PARK ACQ & IMP FUND	\$ -	\$ -	\$ 9,600	0%	0%	
LAKE IMPROVEMENT DISTRICT MAINTENANCE						
LID Maintenance	\$ 196,000	\$ 520,281	\$ 108,010	55%	21%	
TOTAL LAKE IMPV DIST MAINT	\$ 196,000	\$ 520,281	\$ 108,010	55%	21%	
DEBT SERVICE FUND						
Road Debt	\$ 1,962,350	\$ 1,962,350	\$ 1,909,569	97%	97%	Principal + Interest
HHS Debt	242,775	242,775	235,931	97%	97%	Principal + Interest
Library Debt	440,750	440,750	440,750	100%	100%	Principal + Interest
Jail Debt	1,282,839	1,282,839	812,131	63%	63%	Principal + Interest
Business Park Bonds	228,800	228,800	196,400	86%	86%	Principal + Interest
Capital Projects	581,947	581,947	438,945	75%	75%	Principal + Interest
TOTAL DEBT SERVICE FUND	\$ 4,739,461	\$ 4,739,461	\$ 4,033,726	85%	85%	
TOTAL ALL FUNDS	\$ 47,776,154	\$ 58,644,819	\$ 16,157,947	34%	28%	

**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 04/30/2025
33% OF YEAR COMPLETE**

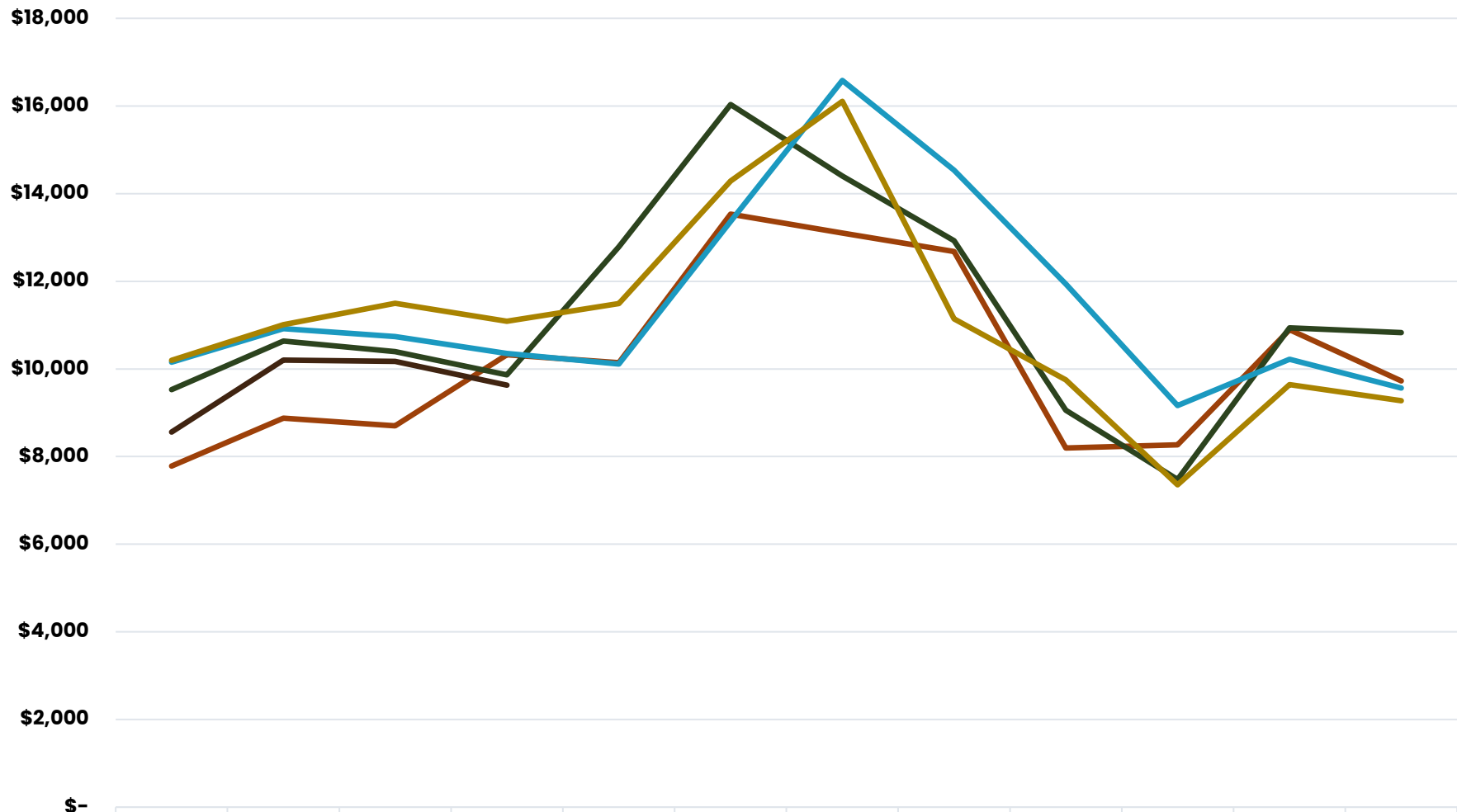
	<u>Adopted Budget</u>	<u>Actual</u>	<u>% of Budget</u>
GENERAL FUND			
Board of Commissioners	\$ 265,982	\$ 87,352	33%
Law Library	10,514	2,475	24%
County Administrator	1,067,300	331,529	31%
Auditor-Treasurer	974,927	286,733	29%
Assessor	1,084,495	348,252	32%
Enterprise Services	2,242,286	732,292	33%
County Attorney	2,889,837	883,958	31%
Recorder	373,167	121,291	33%
Maintenance	611,931	202,799	33%
Planning & Zoning	1,165,628	374,560	32%
Sheriff	8,047,176	2,550,067	32%
County Jail	4,576,008	1,421,749	31%
Probation & Parole	1,462,554	452,646	31%
Emergency Management	123,747	43,126	35%
Parks	512,171	146,794	29%
Water Quality Grant	144,595	45,813	32%
Wetland Grant	120,170	38,248	32%
Watercraft Inspection (Seasonal)	194,675	26,482	14%
TOTAL GENERAL FUND	\$ 25,867,163	\$ 8,096,166	31%
ROAD AND BRIDGE FUND			
Surveyor	\$ 176,763	\$ 56,277	32%
Highway Administration	433,278	127,527	29%
Highway Engineering	1,109,452	327,972	30%
Highway Maintenance	2,040,589	596,994	29%
Equipment Maintenance/Shop	515,034	229,568	45%
Traffic Operations	231,827	76,248	33%
TOTAL ROAD AND BRIDGE FUND	\$ 4,506,943	\$ 1,414,586	31%
HEALTH AND HUMAN SERVICES			
Veterans Service	\$ 229,582	\$ 74,292	32%
Income Maintenance	3,411,234	1,102,926	32%
Social Services	7,906,647	2,504,751	32%
Public Health Nursing	1,973,934	706,572	36%
Opioid Settlement (no levy impact)	-	2,587	0%
TOTAL HEALTH AND HUMAN SERVICES	\$ 13,521,397	\$ 4,391,128	32%
SOLID WASTE FUND			
Score Grant Fund	\$ 65,255	\$ 20,410	31%
HHW Operations	252,238	59,567	24%
TOTAL SOLID WASTE FUND	\$ 317,493	\$ 79,977	25%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	\$ 197,770	\$ 58,482	30%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 197,770	\$ 58,482	30%
TOTAL ALL FUNDS	\$ 44,410,766	\$ 14,040,339	32%

GENERAL FUND BALANCE BY MONTH 2021 - 2025

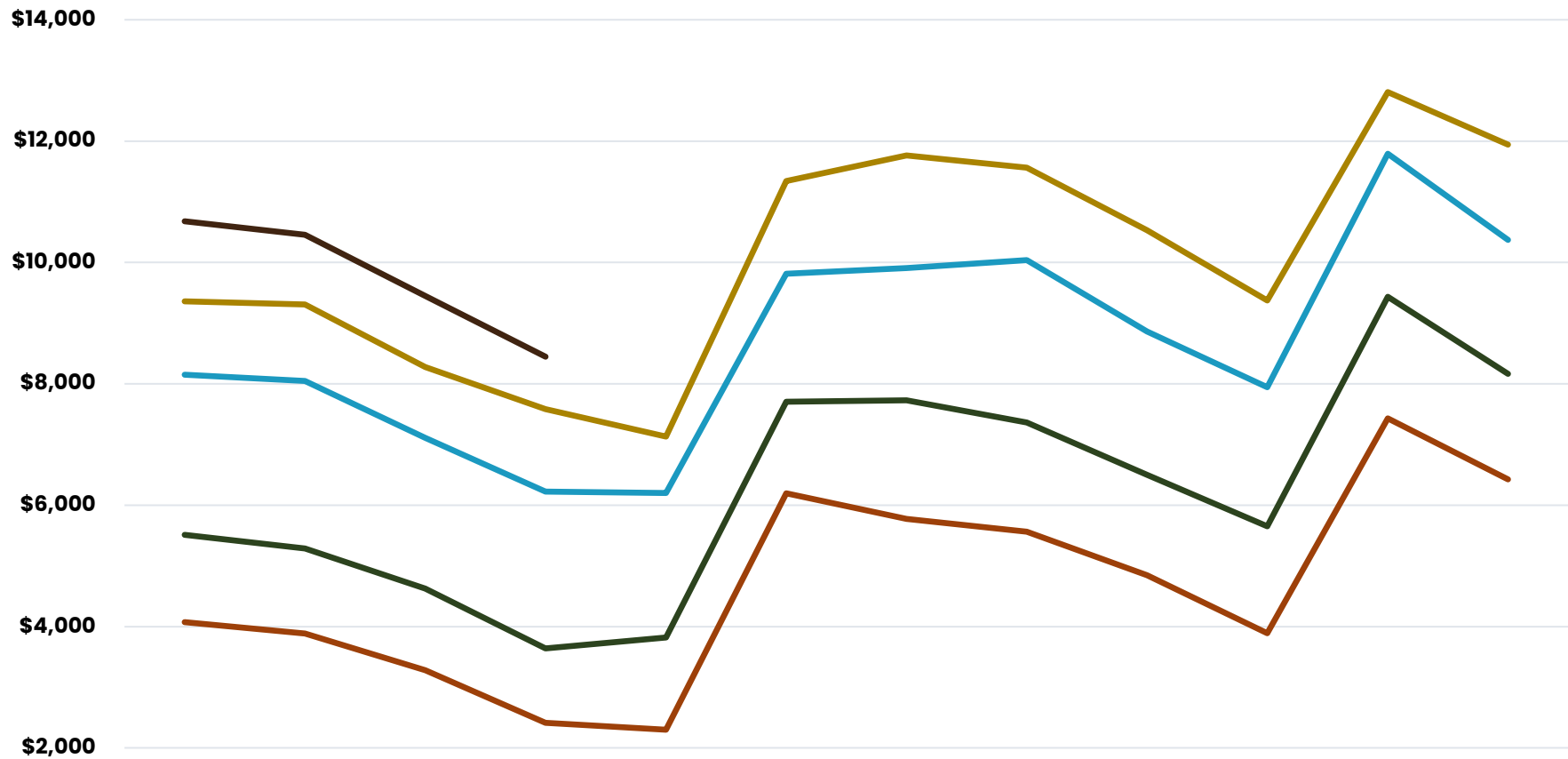


\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	\$21,774	\$20,019	\$18,660	\$17,164	\$15,767	\$32,710	\$29,891	\$28,791	\$27,296	\$26,067	\$35,360	\$32,704
2022	\$31,823	\$30,169	\$28,401	\$26,522	\$25,144	\$42,821	\$40,066	\$38,629	\$36,901	\$34,966	\$44,667	\$41,343
2023	\$39,545	\$36,157	\$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	\$39,095	\$36,812
2025	\$33,233	\$30,270	\$27,847	\$25,767								

ROAD & BRIDGE FUND BALANCE BY MONTH 2021 – 2025



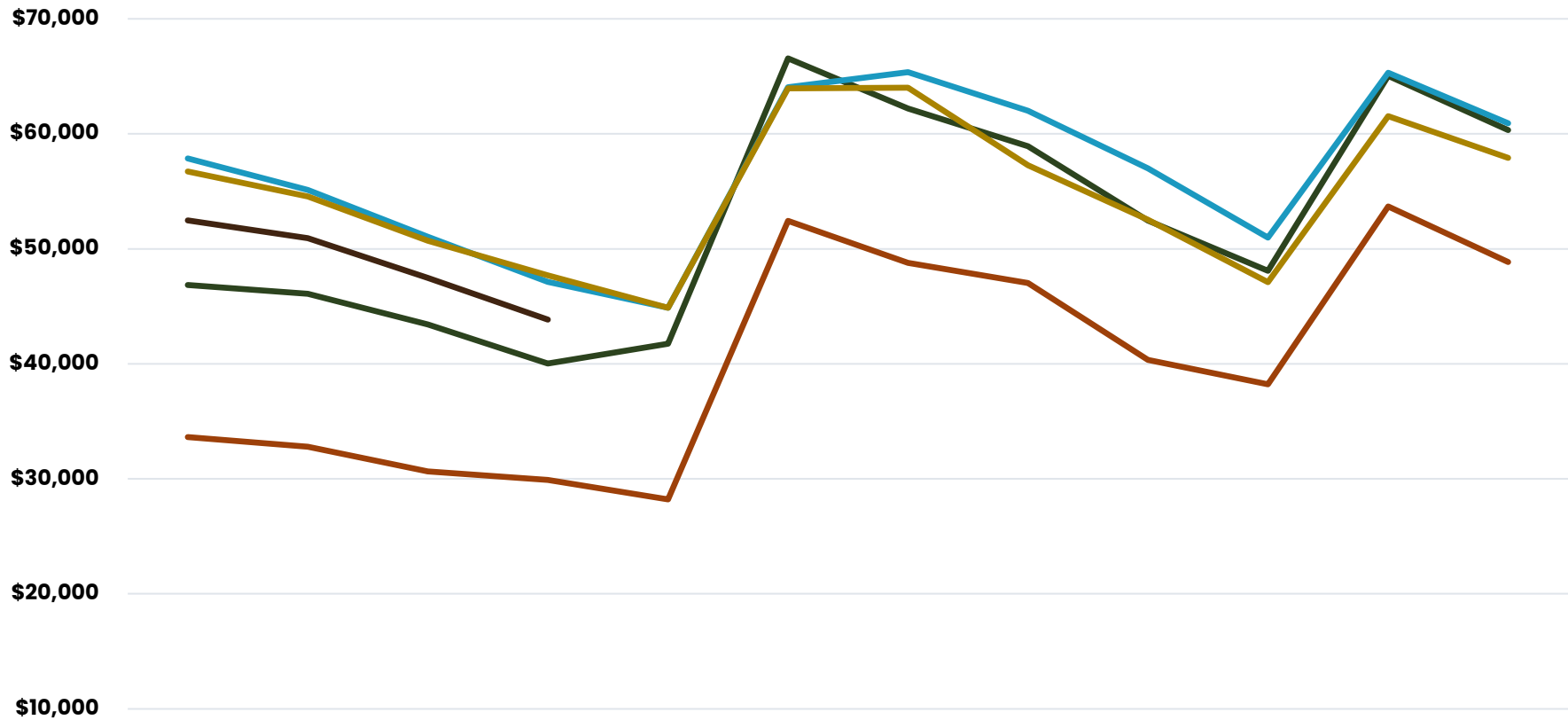
HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2021 – 2025



\$-

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	\$12,808	\$11,941
2025	\$10,679	\$10,457	\$9,449	\$8,447								

REVENUE, ROAD & BRIDGE AND HHS COMBINED FUND BALANCE BY MONTH 2021 – 2025



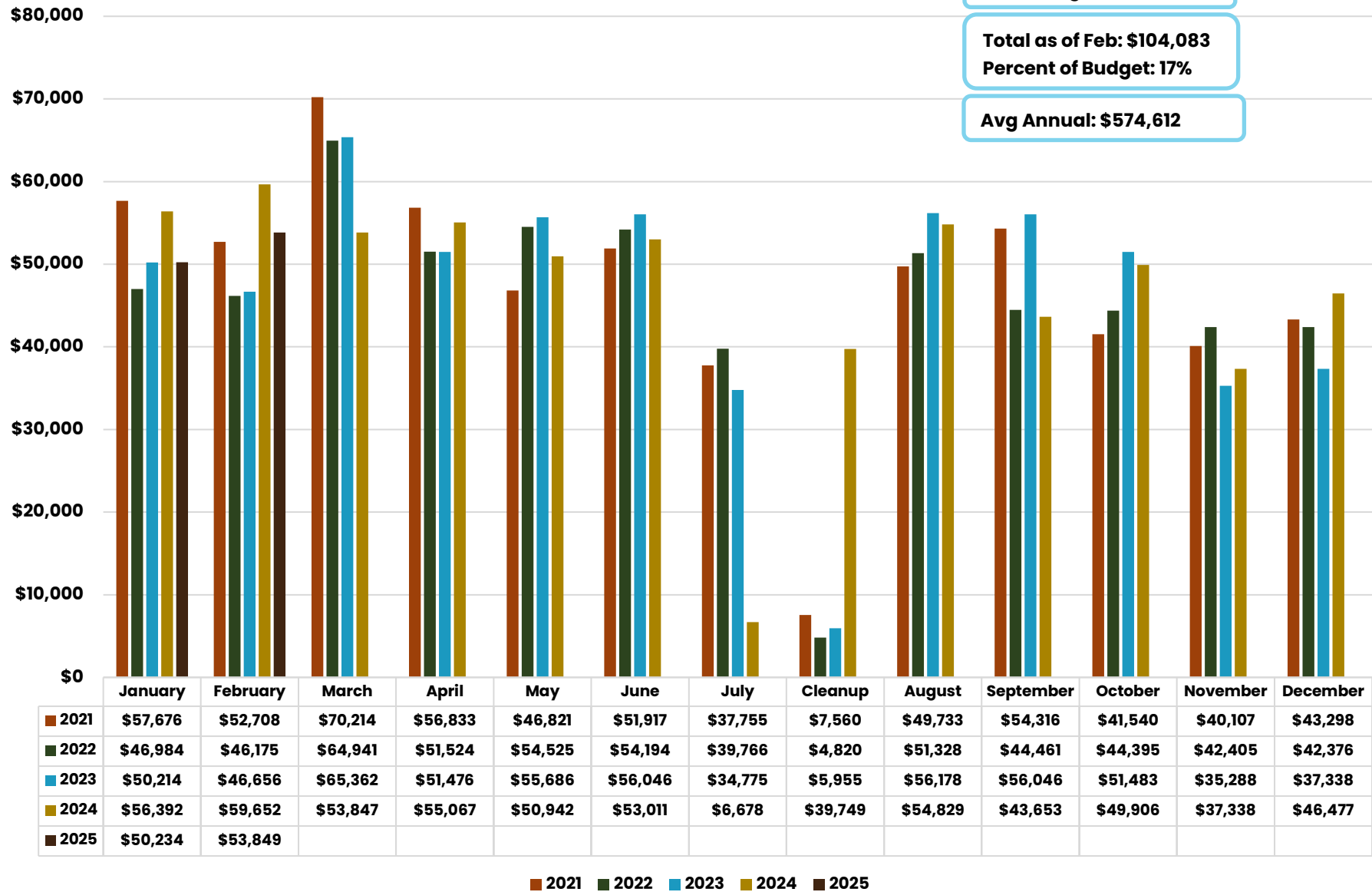
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	\$33,628	\$32,785	\$30,646	\$29,900	\$28,211	\$52,436	\$48,767	\$47,035	\$40,338	\$38,222	\$53,683	\$48,855
2022	\$46,863	\$46,089	\$43,417	\$40,026	\$41,748	\$66,560	\$62,198	\$58,915	\$52,458	\$48,096	\$65,037	\$60,334
2023	\$57,848	\$55,128	\$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	\$61,545	\$57,902
2025	\$52,471	\$50,928	\$47,466	\$43,844								

February 2025 Wheelage Tax 17% of Year Complete

2025 Budget: \$600,000

**Total as of Feb: \$104,083
Percent of Budget: 17%**

Avg Annual: \$574,612

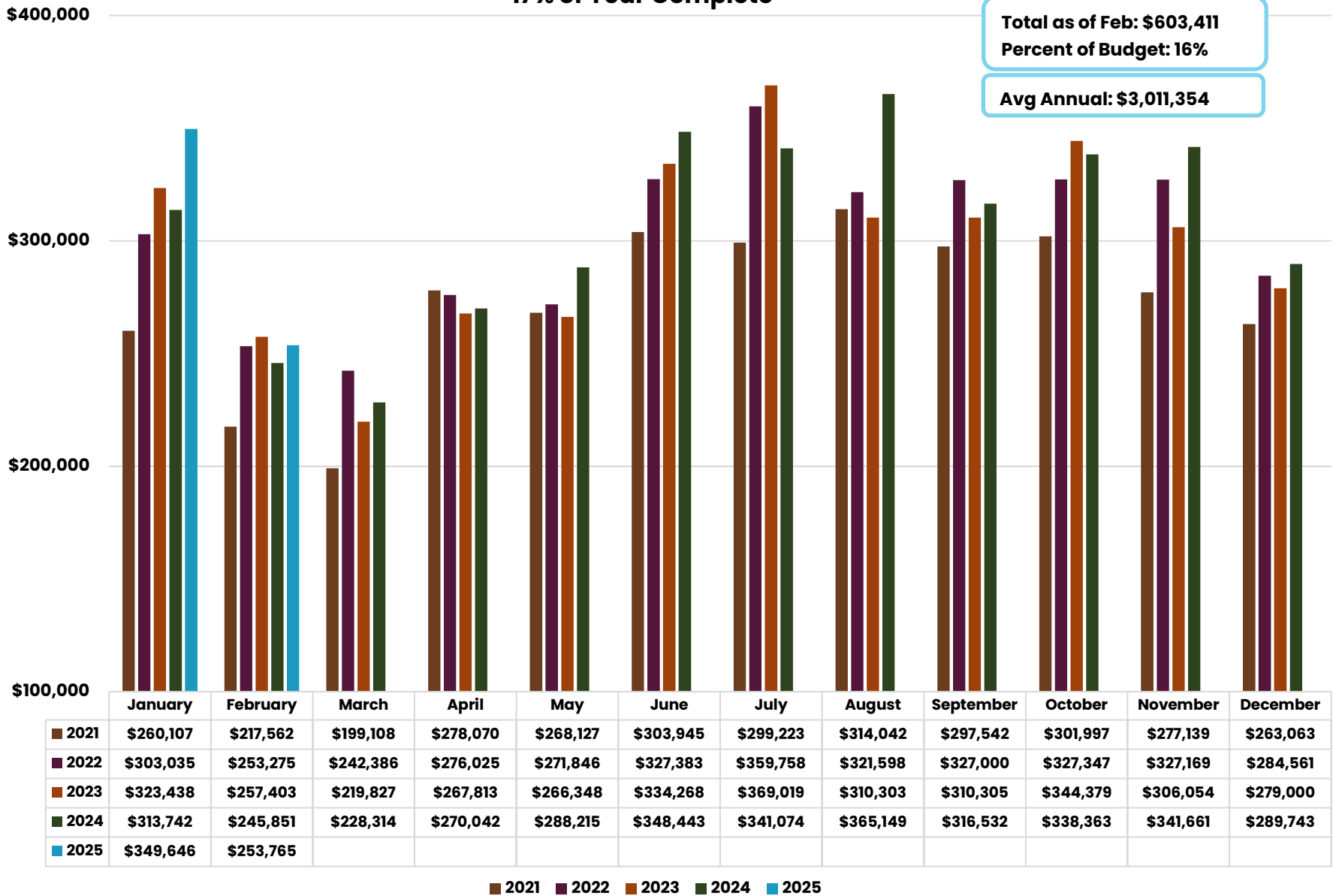


February 2025 Sales Tax 17% of Year Complete

2025 Budget: \$3,800,000

Total as of Feb: \$603,411
Percent of Budget: 16%

Avg Annual: \$3,011,354



2025 Chisago County Capital Improvement Program

Budget to Actual
As of April 30, 2025

Project Number	Funding Source	Project Name	2025 Budget	2025 Actual	2025 Remaining
Administration					
2024 ADD	CARRYOVER	County Membership in Local Chambers of Commerce	\$ 1,030	\$ (200)	\$ 830
2024 ADD	CARRYOVER	Office Chairs - Assessor	\$ 1,000	\$ -	\$ 1,000
Administration Total			\$ 2,030	\$ (200)	\$ 1,830
ARMER					
ARMER	CARRYOVER	ARMER Replacement Fund	\$ 378,980	\$ 630	\$ 379,610
ARMER Total			\$ 378,980	\$ 630	\$ 379,610
Auditor-Treasurer					
AUD-0137	2025 CIP	Election Equipment Replacement Fund	\$ 59,000	\$ -	\$ 59,000
AUD-0137	CARRYOVER	Election Equipment Replacement Fund	\$ 149,911	\$ -	\$ 149,911
AUD-0139	2025 CIP	Election Results - Storage Media	\$ 4,500	\$ (887)	\$ 3,613
AUD-0139	CARRYOVER	Election Results - Storage Media	\$ 9,000	\$ -	\$ 9,000
Auditor-Treasurer Total			\$ 222,411	\$ (887)	\$ 221,524
CCSO					
AUCTION	CARRYOVER	Auction Proceeds & Insurance Reimbursements	\$ 128,489	\$ 3,678	\$ 132,167
CCSO-0141	2025 CIP	Sheriff's Office Patrol Vehicle Replacements	\$ 406,822	\$ (359,181)	\$ 47,641
CCSO-0141	CARRYOVER	Sheriff's Office Patrol Vehicle Replacements	\$ 14,252	\$ (14,252)	\$ -
CCSO-0449	2025 CIP	Armor camera systems	\$ 8,575	\$ (8,564)	\$ 11
CCSO-0450	2025 CIP	DRACO Less-lethal gas deliver system	\$ 23,600	\$ (23,600)	\$ -
CCSO-0451	2025 CIP	Transit Van Safari Roof Rack	\$ 7,500	\$ (4,072)	\$ 3,428
CCSO-0452	2025 CIP	Humvee rear ramp system	\$ 4,575	\$ -	\$ 4,575
CCSO-0453	2025 CIP	IR Lighting	\$ 13,650	\$ (13,650)	\$ -
CCSO-0454	2025 CIP	Patrol Rifle Plates	\$ 48,500	\$ -	\$ 48,500
CCSO-0455	2025 CIP	Mobile Field Force equipment	\$ 58,250	\$ -	\$ 58,250
N/A	FUND BALANCE	Stacy Squad #3 (Funding source: General Revenue Fund balance - reimbursed through contract payments)	\$ 66,887	\$ (62,033)	\$ 4,854
CCSO Total			\$ 781,100	\$ (481,674)	\$ 299,426

2025 Chisago County Capital Improvement Program

Budget to Actual
As of April 30, 2025

Project Number	Funding Source	Project Name	2025 Budget	2025 Actual	2025 Remaining
Enterprise Services					
ENTS-0088	CARRYOVER	MCC 7500E Laptop Consoles (2)	\$ 2,062	\$ -	\$ 2,062
ENTS-0385	CARRYOVER	2024 Small Equipment Replacement	\$ 30,207	\$ -	\$ 30,207
ENTS-0390	CARRYOVER	Cyber Security - Policies	\$ 36,404	\$ (2,631)	\$ 33,773
ENTS-0391	CARRYOVER	2024 Small Equipment New Requests	\$ 19,022	\$ -	\$ 19,022
ENTS-0420	2025 CIP	2025 Small Equipment Replacement	\$ 239,300	\$ (173,324)	\$ 65,976
ENTS-0422	2025 CIP	Replace Core Network Equipment - County UCS Servers	\$ 600,000	\$ -	\$ 600,000
ENTS-0424	2025 CIP	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	\$ 19,700	\$ (18,403)	\$ 1,297
ENTS-0426	2025 CIP	2025 Small Equipment New Requests	\$ 11,018	\$ (6,420)	\$ 4,598
ENTS-0427	2025 CIP	Replace 911 Server- Nice Audio Recorder	\$ 45,000	\$ -	\$ 45,000
ENTS-0446	2025 CIP	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	\$ 30,000	\$ -	\$ 30,000
ENTS-0447	2025 CIP	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	\$ 25,000	\$ -	\$ 25,000
ENTS-0448	2025 CIP	Core Network Upgrade - Replace Cisco OTV with VXLAN	\$ 105,000	\$ (93,558)	\$ 11,442
ENTS-0458	2025 CIP	Cameras for Parks - Checkerboard Shop/Park , Ki Chi Saga	\$ 25,000	\$ -	\$ 25,000
ENTS-083	CARRYOVER	Relocate the Wyoming Emergency Paging Tower	\$ 100,000	\$ -	\$ 100,000
MNT-0187	CARRYOVER	Replace Leibert HVAC in data center at Gov't Center	\$ 238,695	\$ (238,695)	\$ -
MNT-0191	CARRYOVER	Replace alarm system in Gov't Center (1989 side & DES)	\$ 80,000	\$ (7,746)	\$ 72,254
MNT-0193	CARRYOVER	Replace analog cameras in Courthouse for courthouse security	\$ 30,000	\$ -	\$ 30,000
N/A	FUND BALANCE	CJIS Security Upgrades (Funding source: General Revenue Fund balance)	\$ 69,050	\$ (36,432)	\$ 32,618
Enterprise Services Total			\$ 1,705,458	\$ (577,209)	\$ 1,128,249
Environmental Services					
AUCTION	N/A	Auction Proceeds & Insurance Reimbursements	\$ -	\$ 4,356	\$ 4,356
ENVS-0120	2025 CIP	2002 3/4 Ton Truck Replacement	\$ 55,000	\$ -	\$ 55,000
ENVS-0129	CARRYOVER	Swedish Immigrant Regional Trail land acquisition	\$ 32,244	\$ (2,645)	\$ 29,599
ENVS-0435	2025 CIP	Brush Mower	\$ 8,625	\$ (8,625)	\$ -
ENVS-0436	2025 CIP	Snowblower	\$ 7,815	\$ (7,815)	\$ -
ENVS-0437	2025 CIP	Grapple	\$ 5,000	\$ (4,825)	\$ 175
ENVS-0438	2025 CIP	DR Mower	\$ 3,500	\$ (3,500)	\$ -
ENVS-0439	2025 CIP	Kayak Dock Ramps	\$ 18,000	\$ -	\$ 18,000
ENVS-0440	2025 CIP	Snowplow	\$ 8,985	\$ (8,985)	\$ -
ENVS-0441	2025 CIP	SIRT-Wetland Delineation and Enviromental Review Contracted Services	\$ 30,000	\$ (120)	\$ 29,880
ENVS-0442	2025 CIP	SIRT-Wetland Mitigation Land Credit Purchase	\$ 30,000	\$ -	\$ 30,000
ENVS-0443	2025 CIP	Parks Maintenance Facility- Existing Pole Building Structures- Steel Renovation	\$ 58,060	\$ (17,200)	\$ 40,860
ENVS-0444	2025 CIP	Insulate and Install Heating System-New Parks Building Structure	\$ 47,515	\$ (28,690)	\$ 18,825
Environmental Services Total			\$ 304,744	\$ (78,049)	\$ 226,695

2025 Chisago County Capital Improvement Program

Budget to Actual
As of April 30, 2025

Project Number	Funding Source	Project Name	2025 Budget	2025 Actual	2025 Remaining
Facilities & Maintenance					
2024 ADD	CARRYOVER	Gate Controller - CCSO Harris District Office	\$ 3,500	\$ -	\$ 3,500
HHS-0196	CARRYOVER	HHS Interview Rooms	\$ 29,047	\$ (29,917)	\$ (870)
MNT-0063	CARRYOVER	Replace carpet in public hallways at Gov't Center (1989 side)	\$ 84,279	\$ (84,279)	\$ -
MNT-0186	CARRYOVER	Repair/Replace retaining wall around paring lot at Gov't Center	\$ 111,000	\$ -	\$ 111,000
MNT-0222	CARRYOVER	Updates to 3rd floor victim/witness waiting area	\$ 20,000	\$ -	\$ 20,000
MNT-0267	CARRYOVER	Fencing and Parking Gate at PSC	\$ 40,313	\$ (2,599)	\$ 37,714
MNT-0396	CARRYOVER	Window blinds for 3rd floor at Courthouse	\$ 3,086	\$ -	\$ 3,086
MNT-0414	CARRYOVER	Add fencing and electronic gate to Harris DO	\$ 10,581	\$ -	\$ 10,581
MNT-0460	2025 CIP	ECC Storage/Training Room Privacy	\$ 8,820	\$ (4,504)	\$ 4,316
MNT-0461	2025 CIP	ICS Facilities Study	\$ 250,126	\$ -	\$ 250,126
Facilities & Maintenance Total			\$ 560,752	\$ (121,299)	\$ 439,453
Public Works					
2023 ADD	CARRYOVER	Hydrant Replacement	\$ 10,073	\$ -	\$ 10,073
AUCTION	CARRYOVER	Auction Proceeds & Insurance Reimbursements	\$ 64,107	\$ -	\$ 64,107
PWKS-0170	2025 CIP	Patch Wagon	\$ 60,000	\$ -	\$ 60,000
PWKS-0171	CARRYOVER	Tandem Snow Plow Truck (Chassis)	\$ 170,000	\$ (167,468)	\$ 2,532
PWKS-0172	CARRYOVER	Tandem Snow Plow Truck (Chassis)	\$ 170,000	\$ (167,468)	\$ 2,532
PWKS-0175	2025 CIP	Tandem Snow Plow Truck	\$ 365,000	\$ -	\$ 365,000
PWKS-0226	2025 CIP	Tandem Snow Plow	\$ 369,000	\$ (367,634)	\$ 1,366
PWKS-0411	CARRYOVER	Additional CIP funding for Approved Equipment	\$ 22,896	\$ -	\$ 22,896
PWKS-0429	2025 CIP	Mower	\$ 195,000	\$ -	\$ 195,000
PWKS-0431	2025 CIP	Survey Equipment	\$ 60,000	\$ (50,353)	\$ 9,647
PWKS-0432	2025 CIP	Walk behind concrete/asphalt saw	\$ 4,000	\$ (3,900)	\$ 100
PWKS-0434	2025 CIP	Tire Machine	\$ 45,000	\$ (37,605)	\$ 7,395
Public Works Total			\$ 1,535,076	\$ (794,428)	\$ 740,648
UNALLOCATED					
UNALLOCATED	2025 CIP	Unallocated 2025 CIP	\$ 244,614	\$ -	\$ 244,614
UNALLOCATED	2025 CIP	To HHS-0196	\$ -	\$ (870)	\$ (870)
UNALLOCATED Total			\$ 244,614	\$ (870)	\$ 243,744
Grand Total			\$ 5,735,165	\$ (2,053,986)	\$ 3,681,179

**ARPA
Budget to Actual
As of April 30, 2025**

ADMINISTRATION

Project #	Description	Budget	Actual	Remaining to be Spent	Status
2024 ADD	Update Flags and Seals to MN State Flag	45,000	(38,968)	(6,032)	Invoice Pending
2024 ADD	Strategic Planning	7,875	(5,026)	(2,849)	Under Contract
		\$ 52,875	\$ (43,994)	\$ (8,881)	

ATTORNEY

Project #	Description	Budget	Actual	Remaining to be Spent	Status
ARPA-0340 ATT	County Attorney - FT Media Services Tech	\$ 108,018	\$ (89,814)	\$ (18,204)	Under Contract

AUDITOR-TREASURER

Project #	Description	Budget	Actual	Remaining to be Spent	Status
ARPA-0347 AUD	Single Use Audit 2022 - 2026 (ARPA only)	\$ 30,000	\$ (12,163)	\$ (17,837)	Under Contract
2024 ADD	OpenGov - Workforce Module & Setup	35,740	(27,800)	(7,940)	Under Contract
		\$ 65,740	\$ (39,963)	\$ (25,777)	

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Remaining to be Spent	Status
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ (16,550)	\$ (43,450)	Under Contract

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Remaining to be Spent	Status
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	\$ 1,966,546	\$ (1,872,468)	\$ (94,078)	Ongoing/Under Contract
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	(26,004)	(33,996)	Ongoing
ARPA-0394 ENTS	Replace Camera Security System	100,000	(73,280)	(26,720)	Ongoing
		\$ 2,126,546	\$ (1,971,752)	\$ (154,794)	

ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Remaining to be Spent	Status
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	211,571	(207,001)	(4,570)	Final Invoice Pending (\$4,570) \$135k to be spent in 2024
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(158,275)	(91,725)	Agreements signed by 12/31/2024 for remainder
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(46,678)	(74,522)	2024/2025 (with signed agreement)
2023 ADD	Planning Code Review	14,000	(10,718)	(3,282)	Invoice Pending
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	2024/2025 (with signed contract)
		\$ 877,771	\$ (422,672)	\$ (455,099)	

LID

Project #	Description	Budget	Actual	Remaining to be Spent	Status
2024 ADD	Channel and Weir Project	\$ 175,000	\$ (68,691)	\$ (106,309)	Under Contract

MAINTENANCE

Project #	Description	Budget	Actual	Remaining to be Spent	Status
2024 ADD	Hwy & CCSO Building Study	\$ 30,000	\$ (28,714)	\$ (1,286)	Invoice Pending/Under Contract

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Remaining to be Spent	
	TOTALS	\$ 10,989,807	\$ (10,176,007)	\$ (813,800)	

**Public Safety Aid
As of April 30, 2025**

Date Allocated	Description	Budget	Actual	Remaining Allocation	Amount Unallocated
10/20/2023	Lakes Center for Youth and Families	\$ 10,000	\$ (10,000)	\$ -	\$ -
10/31/2023	CCSO Recruiting & Retention Program	145,000	(31,500)	(113,500)	-
4/17/2024	SIGMA Tactical Wellness	54,436	(54,436)	-	-
3/12/2025	Flock Cameras (3 year contract)	77,000	-	(77,000)	-
3/12/2025	Radar Trailers - 3	29,862	-	(29,862)	-
3/12/2025	Drones and Accessories	21,958	-	(21,958)	-
3/12/2025	Command Vehicle	600,000	-	(600,000)	-
3/12/2025	SIGMA Tactical Wellness - 3 Years	102,500	-	(102,500)	-
		<u>\$ 1,040,756</u>	<u>\$ (95,936)</u>	<u>\$ (944,820)</u>	<u>\$ -</u>
	Public Safety Aid - Unallocated	\$ 97,485	\$ -	\$ -	\$ 97,485
	TOTALS	<u><u>\$ 1,138,241</u></u>	<u><u>\$ (95,936)</u></u>	<u><u>\$ (944,820)</u></u>	<u><u>\$ 97,485</u></u>



Budget Adjustment Request

2025

this form MUST be completed electronically

year

Department Name: Public Works

Department Head: Joe Triplett

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

The 2025 budget carryovers included \$1,020,062 from Highway Maintenance (320), with the intention to be used for Right of Way acquisitions as part of the Highway 8 corridor project. The managing Department for this project is Highway Construction (325), requesting funds be moved to keep consistency for total expense tracking.

Yes/No

Is this proposed budget change a net expenditure to the county?

No

If yes, can other expenditures be cut from this department to offset this net expenditure?

Finance comments:

None

Reviewed by: Kristin Waddell

Date: 5/5/2025

Account Description	Account #				
	Fund	Dept	Program	Service	Object
Budget Carryover	03	330	000	0000	6898
Right of Way Payments	03	325	0000	0000	6606
page 2 subtotals					

Additional \$ Amounts	
Revenue	Expenditure
	\$1,020,062
	(\$1,020,062)

Total Revenue & (Expenditures)

\$0

\$0

Net Revenue/ (Expenditure) change vs. Current Budget

\$0

After the approvals have been received, the Finance department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	YES	NO	dd/mo/yr
County Administrator			Date
County Board			Date

Board Approval
Stamp

Date Entered in IFS:

By:



Budget Adjustment Request

this form MUST be completed electronically

2025

year

Department Name: Sheriff's Office

Department Head: Brandon Thyen

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

The 2025 ARMER radio subscriber agreement calls for \$265.39 per user subscriber fee, and a \$315 per user replacement fund fee. The \$315 per user replacement fund fee was inadvertently omitted from the Sheriff's Office 2025 operating budget. Total amount is \$43,785, based on 139 radios.

Is this proposed budget change a net expenditure to the county?

If yes, can other expenditures be cut from this department to offset this net expenditure?

Yes/No

YES

Finance Director's comments:

N/A

Reviewed by:

Date:

Account #					
Account Description	Fund	Dept	Program	Service	Object
CONTRACT SERVICES	01	201	000	0000	6273
page 2 subtotals					

Additional \$ Amounts	
Revenue	Expenditure
	(\$43,785)

Total Revenue & (Expenditures) \$0 (\$43,785)

Net Revenue/ (Expenditure) change vs. Current Budget (\$43,785)

After the approvals have been received, the Finance Department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	YES	NO	dd/mo/yr
County Administrator			Date
County Board			Date

Board Approval
Stamp

Date Entered in IFS:
By:

Title	Notes:
Financial Worker – Part Time	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 2025
Victim Witness Secretary – County Attorney’s Office	1 vacancy – new hire starts in June 2025
Engineering Tech Senior	Retirement – posted – open until filled
Corrections Officer	5 vacancies – 3 terminations and 2 replacement for internal promotions; 1 new hire starting in May 2025
Telecommunicator/911 Emergency Dispatcher	1 retirement – interviewing/backgrounding
Case Aide/Front Desk HHS Financial	3 vacancies; filled in April 2025
Lead Eligibility Worker	1 vacancy due to internal promotion – filled May 2025 internally
Social Worker/Case Manager – Aging and Disabilities Division	New expansion position – new hire starts in May 2025
Case Aide – Aging and Disabilities Division	New expansion position – new hire starts in May 2025
Deputy Sheriff	2 overstrength positions – 1 filled April 2025; 1 vacancy left
Tax and Licensing Specialist	New position filled internally April 2025
Case Aide Aging and Disabilities Unit Temporary Hire	Job posting closed March 17; Interviewing
Emergency Preparedness Coordinator	Retirement in June; posted until May 12
Community Health Specialist	Replacement for lateral internal hire to CHS; posted until May 9
Maternal Child Health Coordinator	New position; job posting closed April 24
Office Assistant Auditor Treasurer	Vacancy due to internal hire to Tax and Licensing Specialist; job posting closed April 24; interviewing in May

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

III.

Chase Burnham

County Administrator

651-213-8830

Chase.Burnham@chisagocountymn.gov

To the Honorable Chisago County Commissioners:

As we begin to prepare the 2026 Budget and Levy, a lot has been said in the media, at the various county professional organizations, and from other counties about the potential increased challenges counties will face in 2026 and beyond. This memo is to provide further context and information about what is currently being proposed at the legislature and how it could impact Chisago County and our constituents. My hope is this provides greater clarity and context about how these proposed legislative changes impact Chisago County, so you are better informed when you begin to think about our own budget priorities for 2026.

As of May 2025, the MN Legislature continues to discuss their differing budget proposals (as expected). The most impactful bills to Chisago County relate to Health and Human Services and their associated funding. However, there are many additional funding cuts and mandated programs which will begin in 2026 (ex. Paid Family Medical Leave) which will significantly impact our budget. Unfortunately, each budget proposal from the MN House, MN Senate, and Governor, includes significant cost shifts and additional costs to counties without significant changes to the mandated services.

Our challenge with many of these legislative cost shifts are that we do not have any direct authority to change program criteria, eligibility, or cost structures, but rather only the administration of the services because many of these shifts are to mandated HHS services. The current proposals from St. Paul would impose significant additional costs for essential mandated services—Medicaid and waiver programs.

In addition to these impactful HHS proposals, we will be grappling with our recurring challenge of increasing baseline expenses which include wages, benefits, and inflation. In totality, these challenges could translate to a significant property tax increase for Chisago County residents and businesses.

This year's budget will be a challenge, but I encourage you to be thoughtful, purposeful, and transparent as you make tough budgetary decisions. I assure you that County staff is working hard to adjust and will continue to stretch our resources as far as we can. Please let me know if you need any additional information or assistance in making decisions. Staff is always here to support and help you.

Sincerely,



Chase Burnham

Chisago County Administrator

To further understand the impact of these cost shifts and proposed changes in funding in Health and Human Services, below are some important definitions from the HHS 'world.'

Health and Human Services is a very complex and diverse organization in the services and people they serve;

AAFPCWDA – African American Family Preservation & Child Welfare Disproportionality Act, Minn. Stat. §§ 260.61 to 260.693. Requiring responsible social service agencies to provide 'active efforts' to prevent out-of-home placement, instead of 'reasonable efforts' and reunify families, and to implement safety plans with specific parameters to allow children to remain in their home in most cases for all children to whom the Act applies. The act requires cultural competency training for case workers, supervisors, judges, guardians ad litem and attorneys working in the child welfare system. The law also requires caseworkers to involve families in planning and choosing what social services they receive in order to reunify with their children. That process will soon have to take into account "social and cultural values at all times," with judges evaluating and approving whether sufficient steps were taken. MAAFPCWDA goes into effect statewide, January 1, 2027.

Assistive technology: Devices and equipment to support independence.

'Behavioral Health' – In Minnesota, Behavioral Health refers to adult mental health, children's mental health and alcohol and drug abuse services.

Chapter 611/Competency Attainment – In Minnesota, if a defendant is found incompetent to stand trial, the court will order them to participate in a competency attainment program to regain their ability to understand the proceedings and consult with counsel. The court determines the least restrictive program necessary to address the defendant's needs and public safety, which may include programs inside or outside of jail, or alternative programs.

CY – Calendar year

Disability Waiver – Is the ability to offer Home and community-based services for individuals with disabilities who would otherwise require institutional care. These waivers allow individuals to live as independently as possible in their homes and communities while receiving necessary support.

Minnesota offers various waiver programs, including:

- **Community Access for Disability Inclusion (CADI) Waiver:** For individuals under 65 who need nursing facility level care.

- **Developmental Disabilities (DD) Waiver:** For individuals with developmental disabilities or related conditions who need ICF (Intermediate Care Facilities)/DD level care.
- **Community Alternative Care (CAC) Waiver:** For chronically ill or medically fragile individuals who need hospital level care.
- **Brain Injury (BI) Waiver:** For individuals with documented brain injuries who need neurobehavioral hospital or nursing facility level care.

Services Covered:

Waivers typically cover a range of services to support individuals in their homes and communities, including:

Personal care assistance: Assistance with activities of daily living.

Home modifications: Adaptations to make homes more accessible.

Transportation: To access appointments and community activities.

Respite care: Temporary relief for caregivers.

DCT – Direct Care and Treatment, Counties are billed 100% of the cost of care when the person no longer meets medical criteria for hospitalization yet are powerless to move the individuals to their next bed when the next necessary bed is a state-operated DCT facility bed. One of the results of this is people who are very mentally ill being stuck in a jail cell or in a community placement that does not meet their needs.

DNMC – Does Not Meet Medical Criteria

DWRS – Disability Waiver Rate System

DWRS rate exception – An exception is an approval from MN DHS to authorize a rate other than the rate produced by the Rate Management System for people with exceptional needs that cannot be met by the Disability Waiver Rate System.

FY – Fiscal year

MAXIS – a computer system used by state and county workers to determine eligibility for public assistance and health care. For cash assistance and food support programs, MAXIS also determines the appropriate benefit level and issues benefits.

METS – the IT system that determines Minnesotans' eligibility for Medical Assistance, MinnesotaCare or tax credits to help pay for a private health insurance plan, among other things.

MSOP – Minnesota Sex Offender Program (MSOP), Minnesota Statutes, Section 246B.10 clarifies a county's financial responsibility for clients of the Minnesota Sex Offender Program (MSOP) residing in MSOP facilities and adds county liability for cost of care for clients provisionally discharged from MSOP.

SHIP – The Statewide Health Improvement Partnership (SHIP) supports community-driven solutions to expand opportunities for active living, healthy eating, and commercial tobacco-free living.

Social Services – provides critical social service supports including: child protection, licensing, foster care connections, pre-petition screening for civil commitment, adult protection, mental health, detox, case management, prevention, and chemical dependency services. Social Services is the local authority for mental health services and adult protection.

SUD – Substance Abuse Disorder Services include assessment of needs, treatment planning and interventions to address client needs as a result of substance use.

WIC – The Special Supplemental Nutrition Program for Women, Infants & Children (WIC) is a nutrition and breastfeeding program that helps eligible pregnant women, new mothers, babies and young children. WIC provides nutrition education and counseling, nutritious foods, and referrals to health and other social services.

Below are the proposed cost shifts from the Governor, House and Senate's budget proposals;

PROPOSED 2026 HHS BUDGET 'COST SHIFTS'

CUT or COST SHIFT	HOUSE		SENATE		GOV	
	FY26-27	FY28-29	FY26-27	FY28-29	FY26-27	FY28-29
Behavioral Health Fund, End Administrative Allocation Funding	\$ (4,194,000)	\$ (8,594,000)	\$ (3,561,000)	\$ (8,594,000)	\$ (4,194,000)	\$ (8,594,000)
Behavioral Health Fund, Cost Share	\$ (7,154,000)	\$ (8,938,000)	\$ -	\$ -	\$ (7,154,000)	\$ (8,938,000)
Disability Waivers, Rate Exceptions	\$ (154,664,000)	\$ (379,376,000)				
Disability Waivers, Residential Services Cost Share	\$ -	\$ -	\$ (33,601,000)	\$ (83,352,000)	\$ (84,338,000)	\$ (208,902,000)
Minnesota Sex Offenders Program, Cost of Care	\$ -	\$ (39,600,000)	\$ -	\$ -	\$ (39,600,000)	\$ (39,600,000)
End Direct Care and Treatment (DCT) DNMC County Cost Share Waiver	\$ (27,000,000)	\$ (27,000,000)	\$ (27,000,000)	\$ (27,000,000)	\$ (27,000,000)	\$ (27,000,000)
Competency Attainment Cost Shift	\$ -	\$ (16,760,000)	\$ (16,760,000)	\$ (16,760,000)	\$ (16,760,000)	\$ (16,760,000)
	\$ (193,012,000)	\$ (480,268,000)	\$ (80,922,000)	\$ (135,706,000)	\$ (179,046,000)	\$ (309,794,000)

The Governor's budget proposal has proposed major cuts in funding for **disability waiver services** (HHS), which impacts nearly 63,000 Minnesotans per month which impacts individuals that receive support they need in home or community settings. The Disability Waiver program funds services for eligible people with disabilities so that their needs are met at home or in their communities, as opposed to institutional settings like hospitals or nursing facilities. **The proposed reduction in funding would come in ways such as shifting a larger share of costs to counties, placing a cap on the number of days that services would be covered, and capping how much money goes to adjusting program funding for inflation.**

SUMMARY/DESCRIPTION OF RECENT COUNTY BUDGET IMPACT PROPOSALS

MN House Health and Human Services budget proposal

- Behavioral health fund cost shift included in Governor's proposal—increasing county share of Behavioral Health requiring counties to cover 50% of total cost of SUD services outside of jails (from 22.95% current share). Phase in starts FY 26

with full impact FY 27 and beyond. There is also an elimination of the county administrative allocation for those same years.

- NEW county cost share for rate exceptions for disability waivers beginning July 1, 2026, or upon federal approval, whichever is later, 67 percent state funds and 33 percent county funds for the costs of services for all individual waiver recipients who receive rates determined under section 256B.4914, subdivision 14. Local potential impacts/costs will be reflective of the total number of people receiving rate exemptions and the size of the rate exceptions approved by the State. Unclear guidance on about county authority to deny rate exceptions or potential for lawsuits. Effective FY 2027.
- Minnesota Sex Offender Program (MSOP) cost shift included in Governor's budget—increasing county share **from either 10% or 25% to a new 40%** for all individuals but delaying implementation of these shifts from FY 2026 to FY 2028.
- Competency attainment cost shift that was included in Governor's budget (hard to calculate but, total impact is fiscal noted at \$8.3m to counties annually but delaying implementation of these shifts from FY 2026 to FY 2028.

Governor's Health and Human Services budget proposal

- 5% disability waiver residential services cost shift to counties (**5% shift is of the State's share—i.e. 50% of total residential waiver costs). Effective FY 27.
- Behavioral health fund cost shift—increasing county share of Behavioral Health requiring counties to cover 50% of total cost of SUD services outside of jails (from 22.95% current share). Phase in starts FY 26 with full impact FY 27 and out years. There is also an elimination of the county administrative allocation starting the same years.
- MSOP increased cost share to counties (moving from 25% share to 40% share) effective FY 26.
- Competency attainment cost shift (hard to calculate but, total impact is fiscal noted at \$8.3 m to counties annually from FY 2026.

Senate Human Services budget

- 2% cost shift to counties on disability waiver residential services starting in FY 27. Like the Governor's budget proposal of 5%, this would be a blanket 2% cost shift to counties on the State's share of disability waiver services effective FY 2027.
- An elimination of the Behavioral Health Fund County administrative allocation starting in FY 27 (approximately \$4.2m statewide impact)
- Competency cost shift that was included in Governor's budget (hard to calculate but total impact of \$8.3m to counties and effective in FY 2026)

Senate Transportation

- CSAH cut for FY 2028-29: \$27.202 million
 - The Senate Transportation Omnibus Bill proposes an adjustment to the percentage of auto parts sales tax revenue going from the general fund to the HUTD Fund (Highway User Tax Distribution), which would result in a \$27.202 million *reduction* to the CSAH Fund in FY 2028-29. This would be a temporary reduction for two years – 36.5% to the HUTD Fund in FY 2028 and 29.5% in FY 2029. This is down from 43.5% of the auto parts sales tax revenue that is currently being distributed to the HUTD Fund from the general fund. It will bounce back up to 43.5% in 2030 and thereafter. The amount of auto parts sales tax revenue going from the general fund to the Transportation Advancement Account (TAA) will not change during this time.
 - The HUTD fund, or Highway User Tax Distribution Fund, is a dedicated source of funding for Minnesota's transportation system, primarily from transportation-related taxes like fuel taxes, vehicle registration fees, and motor vehicle sales taxes. It acts as a distribution passthrough, allocating funds to various transportation funds, including the Trunk Highway Fund, County State Aid Highway Fund, and Municipal State Aid Streets Fund.

Governor's Other Significant budget proposals

- 50% cut to county AIS payments (effective FY 27)
- 34% cut to state's PILT payments to counties (effective FY 27)
 - AMC does not believe this will happen

CALENDAR YEAR 2024 EXPENDITURES FOR CHISAGO COUNTY

BEHAVIORAL HEALTH FUND

For CY 2024, please provide your jurisdiction's Behavioral Health Fund's County administrative allocation.

- \$35,961.19

For CY 2024, please provide your jurisdiction's current cost share amount at the existing 22.9% rate.

- \$46,219.04

DISABILITY WAIVERS

For CY 2024, please provide a headcount of all disability waiver rate system individuals who are currently under a rate exception.

- 35 currently, though it could be a little higher due to some of our older banded rate clients. We have requested a printout from DHS Fiscal but have not received it

For CY 2024, please provide a count of all rate exceptions.

- 35 currently, though it could be a little higher due to some of our older banded rate clients. We have requested a printout from DHS Fiscal but have not received a response yet.

MINNESOTA SEX OFFENDERS PROGRAM (MSOP)

For CY 2024, please provide a headcount of all individuals for whom you are the county of financial responsibility who are currently in the program and entered the program at a **10%** rate.

- 3

For CY 2024, please provide a headcount of all individuals for whom you are the county of financial responsibility who are currently in the program and entered the program at a **25%** rate.

AFRICAN AMERICAN FAMILY PRESERVATION & CHILD WELFARE DISPROPORTIONALITY ACT (AAFPCWDA)

Estimated annual costs to administer AAFPCWDA, effective 1/1/2027.

- This is difficult. We would estimate that we would need additional staff in Children's Services at an estimated cost of \$1.75 million. We would also need computers and phones for those staff as well as at least two additional vehicles approximate cost \$60,000. Increase contracted services such as Family Group Decision Making, Parenting Assessments, Reunification Services, Drug Testing, and the increase in transportation costs we would estimate approximately \$500,000-\$600,000. Those somewhat predictable costs would be a little over \$2 million. As far as the actual active efforts work, that is much more difficult to predict. In imagining all of the potential things that could be required to keep children in a home or to bring them back into a home, those costs could be as high as a million dollars themselves. Chisago County lacks many of the critical services here in our county and so we would be transporting children and family members potentially long distances to receive required services. We may also be required to pay for anything from housing, transportation, training, utilities and appliances, car repairs...the list goes on. Implementing the AAFPCWDA could cost as much as \$3 million for Chisago County.

CHISAGO COUNTY HEALTH AND HUMAN SERVICES

Below is a closer examination of the Chisago County Health and Human Services Department and the staff and services they provide. This is important context because the State is proposing to make significant cuts and funding shifts to how we provide the mandated services.

2024 AND 2025 HHS COUNTY EXPENDITURES

	Expenditures		Revenue		2025
	2024	2025	2024	2025	Levy Cost
Income Maintenance	\$3,976,761	\$4,179,095 \$3,086,715	\$2,266,961	\$2,389,773	\$1,789,322
Social Services	\$11,142,824	\$11,815,209	\$4,772,734	\$4,636,556	\$7,178,653

		\$7,418,940			
Public Health	\$2,220,650	\$2,384,251 \$1,863,808	\$1,267,744	\$1,525,277	\$858,974

Red = Personnel Costs

- Additionally, HHS Administration personnel costs \$1,197.912 are divided across all of HHS

In Chisago County, Eligibility Workers/Specialists have the following average number of cases – Child Support, METS, MAXIS, etc.

METS Workers	650-675 cases
MAXIS Family Workers	80-100 with an additional 20 to 40 cases for Childcare Assist.
MAXIS Adult Workers	280-300 cases
MAXIS Long Term Care	300 cases
Child Support	223 cases

CHISAGO COUNTY HEALTH AND HUMAN SERVICES STAFFING/CLASSIFICATIONS

as of March 2025

HHS Administration

HHS Director
Office Services
Probate Estate Collections
Fiscal Officer
Fiscal Operations Representative
Account Tech
Case Aide
Fiscal Operations Division Manager

Aging and Disabilities/Behavioral Health

Adult Services Division primarily provides services to inform elderly and disabled persons who may have mental health issues or are vulnerable adults in need of protective services.

ADD and BH Manager
Adult Mental Health Supervisor
Child Mental Health Supervisor

Assessor Supervisor
Case manager Supervisor
9 Assessors
7 Waiver Case Managers
6 Child Mental Health Case Managers
7 Adult Mental Health Case Managers
2 Behavioral Health Case Aides
ADD Assessor Case Aide
Adult Protective Services Investigator/Case Manager
Licensing/Adult Protective Services Investigator
ADD Case Manager Case Aide

Family and Economic Supports

Family and Economic Supports Division Manager

Children's Services Division

County Children's Services Division works within state guidelines and mandates to protect the children of Chisago County from abuse and neglect. Children's services staff provides services to families who are having a difficult time parenting their children. These services include assessment of the current situation and case management, if necessary.

Child Protection Case Management

Upon the completion of an assessment / investigation a case can either close or remain open for ongoing services. If the case remains open, it is referred to as case management.

3 Case Aides
8 Case Managers
1 Licensing Case Manager
1 Supervisor

Child Protection Investigation

Assessment / investigation is the 2nd step to child protection. Once a case is assigned by intake, a child protection assessment is conducted to determine whether child maltreatment has occurred. Minnesota Statute 626.556, Subdivision 2(c)

1 Case Aide
6 Child Protection Investigators

1 Parent Support Outreach Program Worker
2 Intake
1 Supervisor

Child Support

County Child Support Services support state services related to locating and establishment of parentage, establishing and enforcing court orders for child, medical, and childcare support, reviewing and modifying court orders, and working with other states to enforce childcare support when one parent does not live in Minnesota.

1 Case Aides
5 Child Support Officers
1 Supervisor

Income Maintenance

County Income Maintenance determines eligibility and issues benefits for all mandated public assistance programs. This includes cash, Supplemental Nutrition Assistance Program (SNAP), childcare, and health care. We also determine eligibility for other County-funded programs. Eligibility for the program(s) is based on the household's income and assets. The amount of monthly benefits is based on income and the number of people in the household.

20 Eligibility Workers
4 Case Aid
1 Lead Worker
2 Supervisors

Childcare Licensing

County Childcare Licensing works as an agent of the Minnesota Department of Human Services Licensing Division. Licensing works with the family childcare providers to establish standards of care throughout the county while adhering to the licensing laws.

1 CCA Licensor
1 CCA Aid

Veterans Services

Veterans Services provides guidance and assistance to veterans, their spouse / survivors and dependents in applying for veterans benefits as provided by the

Minnesota Department of Veterans Affairs (VA) and the United States Department of Veterans Affairs (VA).

Veterans Service Officer
VS Eligibility Specialist

Public Health

Public Health Administrator
2 Women, Infants, and Children (WIC) Staff
2 Public Health Case Aides
Outreach Aide
2 Planners
1.7 Statewide Health Improvement Partnership (SHIP)
Emergency Prep Coordinator
CTC Coordinator
2.6 FHV Nurses
Environmental Health Specialist
Disease Prevention Coordinator
2 Supervisors
1.3 Community Health Specialists
MCH Coordinator

OTHER (NON-HHS) IMPACTS ON CHISAGO COUNTY

In the Governor's budget recommendations, he proposes reducing Aquatic Invasive Species (AIS) funding by 50% and phasing it out entirely by 2029. County-led initiatives have successfully increased public awareness, strengthened watercraft inspection and decontamination efforts, and fostered local partnerships to combat invasive threats like zebra mussels, Eurasian watermilfoil, and starry stonewort.

- Chisago County received \$66,927.50 in AIS Aid in 2024

Governor Walz also proposed a 34% reduction in Payment in Lieu of Taxes (PILT) payments, a program where the state compensates local governments for lost property tax revenue on state-owned land. Chisago County has approximately 6.65% of State Natural Resource Land. This land has traditionally received compensation by the state in an effort to preserve the land for uses such as recreation, wildlife habitat and timber harvesting. The revenue is split between the County, School Districts and Townships. This has NOT been discussed on House or Senate, so this unlikely to move forward into law.

- Chisago County received \$550,234.38 in PILT Aid in 2024
 - Chisago County's portion of PILT Aid is **\$421,806.17**

	County	Township	Schools	
State PILT	\$421,806.17	\$87,306.38	\$ 41,121.83	\$ 550,234.38
Federal PILT	\$ 4,471.62	\$ 1,787.49	\$ 2,136.89	\$ 8,396.00
	\$426,277.79	\$89,093.87	\$ 43,258.72	\$ 558,630.38

The County currently has Sentence-to-Serve (STS) program in the Chisago County Jail. STS provides a sentencing alternative for non-violent offenders, where they can work on community improvement projects instead of serving time in jail or paying fines. STS projects have included park and trail maintenance, highway litter pick-up, labor for school districts, and snow removal. The County currently pays 75% of the total cost, the state pays the remaining 25%. The Governor has proposed eliminating all State support for STS through the DOC.

- Chisago County paid **\$78,986** for 2024, budgeted the same for 2025

Minnesota passed a paid family and medical leave law in 2023. Paid Leave will begin on January 1st, 2026. It provides paid time off when a serious health condition

prevents you from working, when you need time to care for a family member or a new child, for certain military-related events or for certain personal safety issues.

There are two main types of leave:

- **Family Leave** to care for a family member with a serious health condition, or if you're bonding with a new baby or child in your family.
- **Medical Leave** when your own serious health condition prevents you from working.

Additionally, you will be able to take leave to support a family member called to active duty, or if you or a family member are facing a significant personal safety issue.

In one benefit year, eligible individuals will be entitled to maximum 12 weeks of family leave or maximum 12 weeks of medical leave. If an employee uses both medical and family leave within a single benefit year, they can only take 20 weeks of leave in total. The benefit year is the 12-month period that starts when Paid Leave is first taken by an individual.

Paid Leave benefits are financed through payroll deductions on wages. Employers are required to pay at least half of the premium and may choose to pay more (this is negotiable in collective bargaining agreements).

When Paid Leave begins for Minnesotans in 2026, the premium rate will be 0.88 percent. After the first year in 2026, the premium rate will be set annually. The total payroll premium of .88% of payroll with ability to split premium 50/50 for a total maximum employee premium of .44% (understand there's a lack of clarity on potential need to bargain this).

For CY 2024, please provide 0.44% of your jurisdiction's total payroll (dollar amount).

- **\$179,609**, total payroll for 2024 was \$40,820,216

Memo

To: Chisago County Board of Commissioners
From: Bridgitte Konrad, Auditor-Treasurer
Date: April 2, 2025
Regarding: Tax Forfeit Delegation

I am coming before the Board to ask for your consideration of delegating responsibility for tax forfeiture processes. With the recent changes to the Statutes as a result of the Tyler vs Hennepin County Supreme Court case there are many new tasks required and specific timelines established when dealing with tax forfeiture. Because you only meet two times per month, coming to the Board for approval for routine processes may delay the process. Our ultimate goal is to get the properties back on the tax rolls as quickly as possible.

I have attached information that illustrates our previous process and the new process for any properties that we forfeit going forward. As you can see, the new process includes many additional steps that are labor intensive. In addition, as part of a settlement the State will be managing surplus proceeds for any properties forfeited between June 2016 and December 2023. There is an entirely different process for sale of these properties. This obligation is in place until 2029 for those properties. This requires the ability to manage two different processes depending on the timing of the forfeiture.

Minnesota Statutes 282.135 provides a mechanism for the County Board to delegate the county auditor any authority, power, or responsibility relating generally to the administration of tax-forfeited land assigned to the County Board. This delegation includes, but is not limited to, the authority, power, and responsibility to classify tax-forfeited land as conservation or nonconservation property; set the appraisal values and terms of sale and sell at public auction; initiate legal proceedings to cancel purchase and repurchase contracts in default status; authorize reinstatement of canceled tax-forfeited contracts; and authorize former owners and other eligible parties to repurchase tax-forfeited land. If delegation is granted, the County Board shall prescribe the conditions for delegation and may revoke the delegation without good cause or prior notice. Many of these responsibilities have corresponding Statutes or rules regulating the processes.

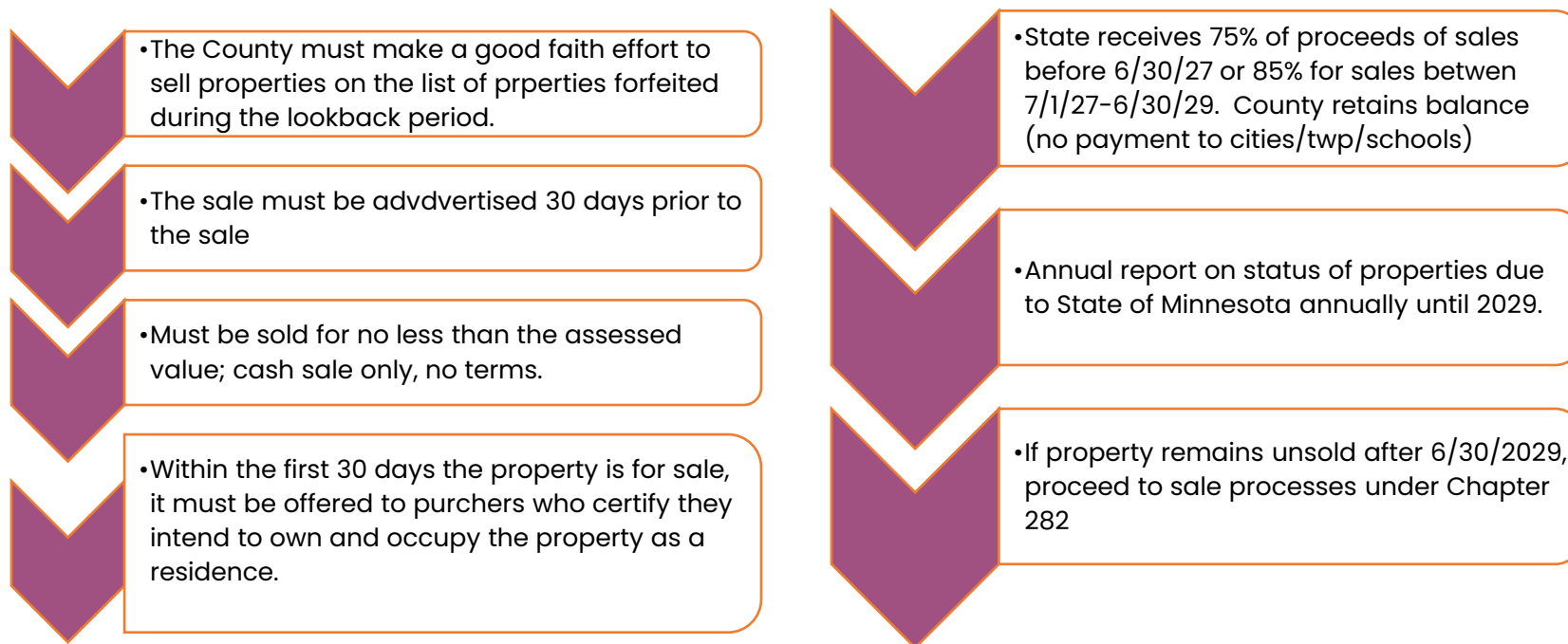
By authorizing the delegation of these responsibilities to me we will be able to meet required deadlines of the new Statutes easier and get the properties back on to the tax rolls timely.

Tax Forfeit Processing

As a result of the Tyler vs Hennepin Supreme Court case, tax forfeit processes are changing significantly. Property owners are now entitled to any surplus proceeds over the amount of tax, special assessment and costs. As a result of the case there are new statutes governing tax forfeiture processes.

Good Faith Sale

In the settlement, a lookback period was established where the State will manage surplus payments to prior owners. Any properties forfeited, and remained unsold, between June 23, 2016 and December 31, 2023 are part of the settlement have different sale processes. We currently have 21 parcels that are included in the settlement.



Old System vs New System

Old System: title transfers automatically and the county decides what to do with the property.

- Taxes become delinquent
- Chapter 279 judgment action
- Property bid-in for state
- Redemption period (usually 3 years)
- Expiration of Redemption served
- Property Forfeits
- Classification determination
- Property held or sold under Chapter 282
- County applies to State for deed on behalf of the purchaser and records deed.
- Proceeds of sale settled to County, City/Township & School

New System: 2 additional sales to generate cash surplus to return to interested parties.

- Taxes become delinquent
- Chapter 279 judgment action
 - NEW information to be included in notice; counties to post notice online in multiple languages
- Property bid-in for state
- Redemption period (usually 3 years)
- Expiration of Redemption served
- Property Forfeits
- County notifies DNR of forfeited properties
- DNR can withdraw property from sale and initiate condemnation proceedings instead
- If not withdrawn, county sends notice to interested parties that mineral interest was sold to state for \$50 (possible 2 notices)

- Interested parties can challenge value of mineral interest
- Establish terms of sale
- 30 day notice of sale published in newspaper, website & other forum that serves diverse communities in the county
- Offer property for sale at assessed value within 6 months of forfeiture
- If property does not sell within 30 days, hold second sale at minimum bid (amount of delinquent taxes, special assessments & cost)
- Notify interest parties of any surplus (they have 6 months to file claim; possible 2 notices)
- Pay out surplus or initiate court action to determine right to surplus
- If property remains unsold proceed to sale processes under Chapter 282
- County applies to State for deed on behalf of the purchaser and records deed.
- Remaining proceeds of sale settled to County, City/Township & School

Example of property sold with a surplus:

Property X in the most recent assessment has an Estimated Market Value of \$156,800. The amount of delinquent taxes, special assessment and cost at the time of forfeiture is \$15,451.

Sale 1 – Property offered for minimum bid of \$156,800. There were no bidders.

Sale 2 – 30 days after sale 1. Property offered for a minimum bid of \$15,451. There were multiple bidders and the property sold for \$112,000.

Surplus $\$112,000 - \$15,451 = \$96,549$

All interested parties notified of the surplus of \$96,549. They have 6 months to file a claim for those funds to be paid to them. If multiple claims are filed, determination of disbursement amount made by County or by District Court through a Rule 67 hearing. If no claim made, the funds are put into the Tax Forfeit Fund for settlement to County, City/Township and School.

After claim period expires settlement made to County, City/Township and School.

	Surplus Claimed by Prior Owner	Surplus Not Claimed
County (40 %)	\$ 6,180	\$ 44,800
City/Township (20%)	\$ 3,090	\$ 22,400
School (40%)	\$ 6,180	\$ 44,800
Total mount to be settled	\$ 15,451	\$ 112,000

V.

Tax Forfeiture Tree Removal – **City of Stacy**

May 14th, 2025

In 2013, Parcel 19.00012.60 was forfeited due to property tax delinquency. This parcel has remained in the tax forfeit inventory since forfeiture. There is a very large dead elm tree on the property. County Auditor-Treasurer Bridgitte Konrad has been contacted by the adjacent owner about limbs falling on his building from the dead tree.

A/T Konrad requested quotes from three tree removal companies. One did not respond, one was not able to do the work and one quote was received from Above All Tree Care. Typically, these types of expenses are deducted from the proceeds of the sale before funds are settled to the county, city/township and school. This parcel only has a value of \$100.

A/T Konrad recommends moving forward with Above All Tree Care to remove the tree.

How will this request be paid?

Attachment:

- GIS Map of Parcel
- All Above Tree Care Quote - \$3,500
- Pictures of Tree

Bridgitte S. Konrad

From: [REDACTED]
Sent: Monday, April 28, 2025 4:31 PM
To: Bridgitte S. Konrad
Subject: Fwd: Tree bid for Foster Ave & Stacy Trl

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.

>
>

ABOVE ALL TREE CARE
Box 252 Center City MN 55012
ph: 612-306-3107
email: bruce@abovetree.com

Estimate #
155-35
Date
4-29-2025
Estimate Date
4-20-2025
Field Rep.
Grace
Code

Customer
Corner of Foster Ave & Stacy Trl
City
Stacy
State
MN Zip
55079 email

Phone
651-212-8509
Work Phone

Description

Items

Remove (1) Ash tree

optional

removal and yard

Service Needs

Manual

Aerial Lift

yes

Utility Concerns

yes

Dry or Frozen Only

Spec. Equip.

Chains

Clean Up

Haul Away Brush

yes

Haul Away Wood

yes

Rake/Sweep

yes

Stump Clean Up

on option

Dirt for Stump Hole

on option

Price

Labor

\$3,500-

Supplies

Dump Fees

Other

Total

\$3,500-

Plus tax

exempt

This proposal is valid for 60 days. If the project is cancelled or postponed prior to completion, the customer agrees to pay the labor for 60 days, unless otherwise specified. Except where noted, all charges are due upon completion of labor. If a taxable item, and sales tax will be added to agree with city and state laws.

We appreciate your business.





Courthouse Fire Panel – Cellular Connectivity

September 11th, 2024

In September 2024, the Chisago County Government Center in Center City had an issue with the annunciator panel (the fire alarm control panel) going off after normal working hours, it was originally thought to be the exterior employee entrance door causing a loud screeching noise due to not being closed fully, but it was the panel being triggered.

It was determined that adding cellular connectivity will help alleviate the issues with the current analog lines. Staff had to manually change/reset the alarm. With cellular connectivity, an individual will not be required to reset the panel in person because it can be reset virtually. The cellular modem will be the connectivity that replaces the analog line/lines that dial out when there is an issue.

ECSI provided a quote to upgrade the rest of the county buildings that have a fire alarm system. It was recommended by ECSI to move all alarms to cellular communicators because of issues with dialing out using traditional phone lines.

CHISAGO COUNTY LOCATION	ANNUAL FIRE ALARM MONITORING FEE	ANNUAL FIRE ALARM CELLULAR FEE	1-TIME FEE FIRE ALARM CELLULAR COMM PROVIDE/INSTALL
GOVERNMENT CENTER 1313 North Main Street, Center City, MN 55012	\$360	\$420	COMPLETE
LAW ENFORCEMENT CENTER 15230 Per Road, Center City, MN 55012	\$360	\$420	\$2,950
EMERGENCY COMMUNICATION CENTER 15140 Per Road, Center City, MN 55012	\$360	\$420	\$2,950
PUBLIC WORKS 31325 Oasis Road, Center City, MN 55012	\$360	\$420	\$2,950
HEALTH & HUMAN SERVICE 6133 402 nd Street, North Branch, MN 55056	\$360	\$420	\$2,950
HOUSEHOLD HAZARDOUS WASTE 39649 Grand Ave, North Branch, MN 55056	\$360	\$420	\$2,950
HEARTLAND GARAGE 39840 Grand Ave, North Branch, MN 55056	\$360	\$420	\$2,950
PARKS BUILDING 39084 Keystone Ave, North Branch, MN 55056	\$360	\$420	\$2,950

To upgrade the system to cellular in all buildings will be a one-time cost of \$20,650 plus an annual cost of \$6,240.

Attachment(s):

- ECSI Fire Alarm Agreement

Project Name: CHISAGO COUNTY, FIRE ALARM CELLULAR

Description: FIRE ALARM CELLULAR INSTALLATION

Project Address: MULTIPLE

Date: JANUARY 2, 2025

Addenda's Received: None (0)

For your consideration, ECSI is pleased to provide you with this proposal for the work associated with the above referenced project. This proposal is inclusive of all material and labor as to ensure the complete central station cellular monitoring services of the fire alarm systems at the locations and in accordance with the scope listed below.

ANNUAL FIRE ALARM CELLULAR MONITORING

CHISAGO COUNTY LOCATION	ANNUAL FIRE ALARM MONITORING FEE	ANNUAL FIRE ALARM CELLULAR FEE	1-TIME FEE FIRE ALARM CELLULAR COMM PROVIDE/INSTALL
GOVERNMENT CENTER 1313 North Main Street, Center City, MN 55012	\$360	\$420	COMPLETE
LAW ENFORCEMENT CENTER 15230 Per Road, Center City, MN 5012	\$360	\$420	\$2,950
EMERGENCY COMMUNICATION CENTER 15140 Per Road, Center City, MN 55012	\$360	\$420	\$2,950
PUBLIC WORKS 31325 Oasis Road, Center City, MN 55012	\$360	\$420	\$2,950
HEALTH & HUMAN SERVICE 6133 402 nd Street, North Branch, MN 55056	\$360	\$420	\$2,950
HOUSEHOLD HAZARDOUS WASTE 39649 Grand Ave, North Branch, MN 55056	\$360	\$420	\$2,950
HEARTLAND GARAGE 39840 Grand Ave, North Branch, MN 55056	\$360	\$420	\$2,950
PARKS BUILDING 39084 Keystone Ave, North Branch, MN 55056	\$360	\$420	\$2,950

CLARIFICATIONS & EXCLUSIONS

- Work to be performed during normal business hours
- Annual Fire Alarm System Services provided by ECSI System Integrators
- Annual Fire Alarm System Cellular Central Station Monitoring provided by USA Central Station
- Runner Service will be provided by ECSI only upon authorized approval and as an additional charge
- See attached agreements for complete terms and conditions (Exhibit "A")
- Our proposal is good for 30 days, based on acceptance of delivery within one year.

Thank you for the opportunity to provide you with this service quotation. If you should have any questions or require further information, please contact me at your convenience.

ECSI:

SUBSCRIBER:

By: JIM MORRIS

Subscriber: Signature by Authorized Officer _____ Print Name _____

Dated: JANUARY 2, 2025

Billing Mailing Address _____

Billing Email Address _____

Billing Contact name _____ Tax ID or EIN _____ Phone Number _____

VII.

Sale of County Property Discussion

May 14th, 2025

When land is forfeited, no taxes are collected. The tax-forfeited land program is intended to make this state-owned land productive, taxable property again.

In Minnesota, the County Auditor administers and manages the unsold inventory of State of Minnesota tax-forfeited properties on behalf of the taxing subdivision, including the school district, city, and county. Tax forfeited properties are those on which real estate property taxes were not paid, title to the land and buildings were forfeited, and title is not vested in the State of Minnesota. Following a review period and by MN Statutes, these properties are classified and open to the public for purchase.

Besides tax forfeited land, the County owns other unused lands, such as former gravel pits, or the 'old jail site.'

County Administration has been approached by a neighboring property owner, to purchase County property currently unused by the County for any purpose.

Does the Committee want staff to prepare to sell these types of land in the County?

Attachment:

- Parcel Report



Parcel Information Report

Parcel Number: 07.00484.00

General Parcel Information

Parcel: 07.00484.00

Town: RUSHSEBA TOWNSHIP

School District: SCHOOL DISTRICT 139

Acres: 10.00

Section: 36

Township: 037

Range: 021

Plat:

Plat Description:

Block:

Lot:

Legal: W1/2 OF N1/2 OF NE1/4 OF NW1/4

Owner Name: COUNTY OF CHISAGO EX

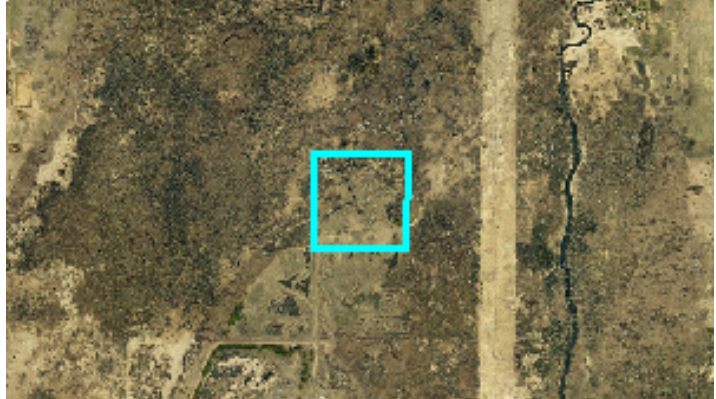
Mailing Address: 313 N MAIN ST STE 271

City/State/Zip: CENTER CITY, MN 55012

Property Use Code 1:

Property Use Code 2:

Property Use Code 3:



Valuation

Year: 2025

Classification - Homestead 1: 955 Co Srvs Other - 5E-Exempt Properties

Classification - Homestead 2: -

Classification - Homestead 3:

Total Acres:

Total EMV Land: \$90,000.00

Total EMV Bldg: \$0.00

Total EMV: \$90,000.00

VIII.

Change Order for Courthouse Emergency Power Generator

May 14th, 2025

Replacement of generators for the Courthouse was approved by the County Board on June 21, 2023, due to long lead times and supply line issues the generator project was not completed until February of 2025.

During the final stages of the installation there were some major issues found with the existing building wiring and in ground fiber optics that required immediate changes to the scope of the project to complete. The vendor, Cummings, did not supply this change order until after the project was completed.

The County has been aggressively negating these costs, which has resulted in a reduction of over \$10,000.00. Part of the reduction comes from agreeing to paying the electrician directly and not through Cummings.

It is respectfully requested that the Chisago County Board of Commissioners approve the D.E.S. Director to approve payment of this change order in the amount of \$43,880.00.

How will the Committee recommend paying?

Attachment:

- Change Order



Don Schroeder Project Manager
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3558 *Direct*
651-230-7736 *Cell*
Don.Schroeder@NacMech.us

April 7, 2025

Jon Eckel
Chisago County
313 N Main Street
Center City, MN 55012
Re: 450KW Generator

Mr. Eckel

NAC is pleased to offer the following proposal for the change orders and upgrades to the 450 KW generator project at the Government Center. These were due to the State Codes and unknown site conditions. Below is a breakdown of the changes.

1. Change life safety breaker in generator from an 800 to a 400 amp breaker that is adjusted down to 125. **16hrs.**
2. Run new raceway, pull new conductors, terminate at the life safety lighting panel. **160 hrs.**
3. Generator required a 60amp feed from the building to the generator for lights, heaters, etc. Run new raceways, pull wires, terminate. **32 hrs.**
4. Relocate the underground raceways due to the existing hallway obstructions. Required Hydro Vac because of the fiber optics and the delicate excavating required around an active, energized transformer. This required the entire area to be Hydro Vac plus the extra for back filling, restoration and rock. **\$15,000.00**
5. Existing switch gear in the basement had no access, required removing sheet-rock, metal studs to access from behind. This was required to create a safe access to the connections. **8hrs.**

216 hrs at \$180.00 = \$38,880.00

Extra Excavating, Hydrovac and restoration = \$15,000.00

Total Extras: \$53,880.00

NAC Discounts: \$10,000.00

New Total: \$43,880.00



Don Schroeder Project Manager
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3558 Direct
651-230-7736 Cell

Don.Schroeder@NacMech.us

1. Proposal based upon normal working hours.
2. Any required code upgrades or modifications required will be performed at time and material upon proper approval.
3. Pricing is subject to escalation after 30 days
4. Current supply chain disruptions have created an environment where our vendors cannot guarantee pricing or availability of products for any amount of time. We have prepared this quotation based on current material prices and is only good for the date of the quotation. We cannot draw up a contract to do this work without a material price and availability analysis at the time of award.

If you have any questions, feel free to contact us anytime, or if you would like us to proceed please sign

Accepted by: Jon Eckel

NAC MECHANICAL & ELECTRICAL SERVICES

Signature:

Signature:

Name:

Name:

Don Schroeder

Title:

Title:

Project Manager

Date:

Date:

May 7, 2025

Chair Rest, Lead Weber, and Members of the Senate Tax Committee:

On behalf of the Association of Minnesota Counties (AMC), an organization representing all of Minnesota's 87 counties, we write to provide input on the recently released Senate Tax bill proposal, SF 2374 (as amended by the A-4 delete-all amendment).

Of paramount concern is the bill's proposed \$20m reduction to County Program Aid (CPA), a critical aid program to assist counties fulfilling their state-mandated obligations and support services that are provided to millions of Minnesota residents [Article 4, Sec. 7 and 12]. These proposed cuts are even more devastating to counties given other proposals currently being considered within the Senate Human Services Committee. While we recognize those proposed cuts—which amount to over \$100m in cost shifts—are not within the committee's jurisdiction, we would nonetheless call to your attention the impact these shifts would have on property taxpayers and ask Senators to consider the disproportionate impacts to county levies.

As a reminder, counties have limited options and will be faced with either cutting remaining non-mandated services (which is a dwindling list) and/or raising taxes. Depending on the totality of cost shifts and cuts, some counties have estimated double-digit levy increases as a *starting point*—and that is before accounting for wages, inflationary costs, capital investments, or other mandates. Aside from these tax increases, counties also anticipate reductions in service offerings with real impacts on clients, customers, and residents.

In addition to this, we also offer the following **concerns** on the underlying omnibus bill:

- **Removal of Cannabis Aid Account and Aid Program** [Article 10, Sec. 26 and 40]. AMC opposes the removal of the Local Government Cannabis Aid. This aid is important given the new industry responsibilities cities and counties have been tasked with on land use/zoning policies, local business registration, age verification/inspections, public health outreach, and more. Minnesota would stand as an outlier in denying its local government partners a portion of new industry revenue or the ability to implement local sale tax revenue for the above duties. We appreciated the Senate's historic role in enacting this important provision and hope this can be further discussed during conference committee.

AMC **supports** the inclusion of:

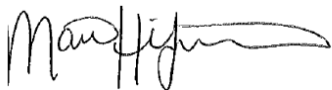
- Senator Dibble's amended bill (SF 2199) that would provide Metropolitan counties who have adopted a program to protect farmland or natural areas to, by resolution, authorize the county assessor to consider the impact of conservation easements [Article 2, Sec. 7]. Specifically, we appreciate the author and committee's nuanced discussion of this policy change, and the effort to craft a precise and narrowly tailored approach that does not dilute or disregard the underlying law prohibiting the reduction of land value with easements on it.
- Senator Putnam and Drazkowski's work to address "florticulture" needs in a reasonable way by clarifying definition of 'agricultural land' to include florticulture and making sure that the intensive ag definition is not broadened so much to create significant tax shifts [Article 2, Section 12]. The combination of subtly expanding intensive agriculture to 15 acres or less AND requiring a Schedule F with income over \$20K is

reasonable accommodation. AMC appreciates the work of the authors, stakeholders, and Senate Counsel.

- Senator Rest’s language regarding *Alliance v. Hennepin County* [Article 2, Sec. 17]. While AMC would have appreciated Senator Rest’s inclusion of her original bill language, we do appreciate the time the committee held to discuss this matter and to hear universal support in clarifying assessors should not be responsible for delivering personal property tax statements to low-income tenants. AMC would further support minimizing property tax shifts while still making sure they are eligible for the newly reduced 4d(1) rate which Senator Rest worked hard on in 2023.
- Senator Rest’s Local Sales Tax reform and authorization language which includes county public safety infrastructure [Article 5]. Counties would still argue that mandated projects such as DOC-ordered jail improvements be allowed space on the ballot to accurately educate voters that the costs will be borne by either property taxes or sales taxes AND to remove the requirement of resolutions of support from surrounding communities as these facilities are already inherently regional in nature and mandated public safety infrastructure. We appreciated Chair Rest’s dedication to solving this issue and willingness to consider input over the course of several months’ worth of meetings.
- The Senate’s proposed repeal of the Local Homeless Prevention Aid sunset [Article 4, Sec. 15]. We appreciate the Chair’s inclusion of a repeal of the Local Homeless Prevention Aid expiration date of 2028. This program supports youth and family homelessness across the State and has tangible outcomes in reducing homelessness everywhere from Mower and St. Louis counties to Hennepin and Hubbard. These funds target homeless youth—who by no fault of their own—do not have secure housing and may not be served by other state programming. We appreciate the Legislature’s support of this work and their purposeful program flexibility that allows quick and meaningful action.
- Lastly, we’ve appreciated the Senate’s history of protecting and preserving tax base by limiting the amount of tax shifts, rate reductions, and exclusions—all of which pay for new tax benefits by *shifting the real costs* to other property taxpayers. We would respectfully urge caution on eroding the tax base further, particularly given the property tax increases/concerns counties have identified this session. As legislators in this committee have thoughtfully pointed out multiple times throughout session, creating a smaller tax base further compounds burden on those remaining and can unintentionally create winners and losers.

We stand ready to work with Chair Rest, Lead Weber, and members of the Tax Committee as we progress through the final weeks of session.

Sincerely,



Matt Hilgart
Association of Minnesota Counties (AMC)

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 18
Title of Item for Consideration: Out of State Travel – Honeywell Users Group – Phoenix, Arizona	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Requesting Assistant Director of Enterprise Services, Dennis Wilton attend the 2025 Honeywell Users Conference. The conference is being held in Phoenix Arizona from June 9 – June 12. He will be attending the entire conference to learn 1st hand the best practices for implementation of a fully networked building automation control system that will ultimately interface and control all our HVAC systems including those in the server and radio / communications rooms. Attachment(s): • Out of State Travel Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel for Enterprise Services Assistant Director, Dennis Wilton to attend the Honeywell Users Conference. The suggested motion is as follows: <i>“Move to approve the out of state travel request for Dennis Wilton to attend the 2025 Honeywell Users Conference in Phoenix, AZ June 9-12th.”</i>	
Implications of Action: The training received at this conference along with the knowledge and information learned from networking with other users from across the country will help Chisago County operate our building automation system more effectively and efficiently.	
Budget/Financial Implications: included in the Board Approved 2025 061 Budget.	

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies. All county policies, as well as State and Federal laws will be adhered to.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

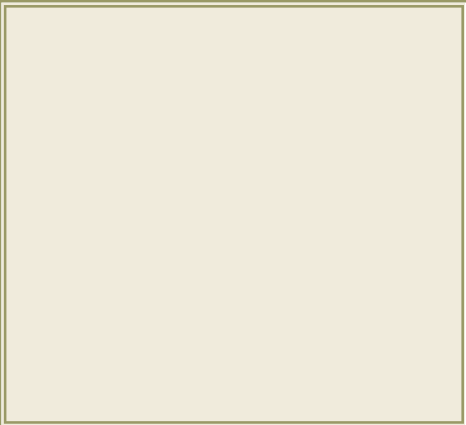
Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	5/13/2025		
Employee Name	Dennis Wilton		
Department	Enterprise Services		
Destination	Phoenix, Arizona		
Purpose of Travel	Attend Honeywell Users Group		
Departure Date	6/9/2025		
Return Date	6/12/2025		
Total Travel Expenses	\$500.00		
Supervisor Name (PRINT)	Jon Eckel		
Supervisor's Signature			Date Approved
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation	Airport to/from Hotel		1	\$200.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$0.00
Meals			1	\$100.00
Mileage	Mileage to/from Airport		1	\$200.00
Grand Total				\$500.00

Chisago County Request for Board Action



Meeting Date: May 21, 2025	Item Number: 19
Title of Item for Consideration: SHIP 246 – 249 Grant Agreements – Rush City School District, Chisago County Parks Dept., Rush City School District and Wyoming Elem.	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – SHIP 246, 247, 248 and 249	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Ship grant agreement – SHIP 246 – 249. The following motion is suggested: “Move to approve the Ship Grant Agreements 246 – 249.”	
Implications of Action: Approval of Ship 246 grant agreement will allow Rush City School District to purchase purchase A-Frame signage for the Fare for all program, the signage will direct customers where to park and to permanently keep them on site so that Rush City community members can partake in the programs healthy, low-price food options. Approval of Ship 247 grant agreement will allow Chisago Parks Department to purchase and install a water station, by providing access to the water station and promoting it	

through clear communication, it will support the health and wellness of employees, volunteers, and customers while also contributing to sustainability goals.

Approval of Ship 248 grant agreement will allow Rush City School District to purchase a Tympanometer with audiometer, the goal is to track data on the number of students screened, identify those who fail the screening, and then follow up with referrals, monitor and re-screen as needed. A successful program would show a reduction in undiagnosed middle ear issues, improve student academic performance, and increase parent and teacher awareness about the importance of children's hearing health; and

Approval of Ship 249 grant agreement will allow Wyoming Elementary to purchase Rethink what you drink posters, the posters will stay up for the rest of the year and many years after, the hope is that the rethink your drink posters will promote the framework for addressing school nutrition environment and lower added sugar beverages that are available and brought into school.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$687.88 for Rush City Public School District, \$1,334.55 Chisago County Parks Department, \$5,000.00 for Rush City School District, and \$76.98 for Wyoming Elementary.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



WEEKLY LEGISLATIVE UPDATE

May 12, 2025

CORR.

Issue No. 18

Anoka | Benton | Blue Earth | Carver | Chisago | Crow Wing | Dakota | Olmsted | Otter Tail | Rice | St. Louis | Scott | Sherburne | Stearns | Washington | Winona | Wright

Quick Links to Contents

[Headlines](#)

[Taxes & Fiscal Policy](#)

[Transportation](#)

[Capital Investment \(Bonding\)](#)

[Health & Human Services](#)

[Environment](#)

[General Government & Other](#)

[Corrections & Public Safety](#)

HEADLINES

Conference committees start meeting while joint targets still not reached

There are some positive signs of progress toward a deal at the capitol and conference committees have started meeting. But joint targets have not been agreed to as we're only a week away from the constitutional deadline for the end of the regular session. The Governor and leaders of the four caucuses continue to meet daily but little news has come out of those discussions. The work that conference committees will be able to accomplish is extremely limited without budget targets.

A lot of the largest sticking points are more policy centric (with budget implications) rather than related to targets for certain committees. Republican leaders continue to push for changes to state programs for undocumented immigrants, which DFL leaders are very resistant to change. Unemployment insurance for hourly school workers and earned sick and safe time have also become sticking points. Overall much of the discussion is focused on policy decisions that were made by the 2023 legislature by DFL majorities and the Republicans trying to scale them back to some degree.

And yet we still have not had the typical press conferences of one party trying to show how much they've moved in target negotiations while casting the other side as obstinate. Those press conferences are normally a staple of budget negotiations in May so in some ways that's a good sign that leaders are still negotiating in good faith. But many longtime capitol watchers say that a breakdown in negotiations is needed once or twice before a deal can be reached. With the constitutional deadline just a week away the question now is less so if the legislature will finish their work on time and more so will they at least be able to agree to a budget framework by May 19 which could set up a short special session.

Reaching out to your legislator about county cost shifts

Since joint targets have not yet been reached, there is still time to have your county reach out to its legislative delegation about the impact of the cost shifts in your county. While the senate has removed them from their human services bill, the cost shifts being considered in the House human services bill alone total hundreds of millions of dollars statewide and often represent over a 4%-5% (in some cases more) levy increase before factoring in any inflationary costs or existing mandates from the state. The Senate is also proposing a \$20 million permanent annual cut to County Program Aid, you can find the impact of that [cut to your county in this spreadsheet](#).

Please reach out to your Senator about the impacts of the county program aid cuts, particularly if they are not on tax committee since they are likely less aware of the impact of these cuts. The cuts to County Program Aid (CPA) will result in a combination of higher property taxes and reduced services. This proposed annual and permanent cut in aid to counties would be a first in 15 years.

MICA staff continue to meet with legislators about the concerns and implications of these cost shifts and aid cuts. Some of the arguments that we've found resonate more often with legislators include:

- The cuts to county program aid are coming on top of cost shifts being considered in other areas and are especially unnecessary
- Any reduction in county program aid will either result in the reduction of essential services or higher property taxes
- While the senate removed cost shifts from their bill, other proposals shift costs to the county which will require a combination of increased taxes or reductions in more popular non-mandated services. At the same time the state is increasing its own agency operational budgets and opting not to increase taxes.
- Effectively, the state is passing the buck and having counties make the hard decisions.
- During deficits in prior years, like 2011 or the mid 2000s, some costs were shifted onto counties but that was done in combination with cuts to agency budgets and cost shifts onto other local governments as well. This proposed burden is not being shared that same way.
- The human services cost shifts are on counties specifically, not shared with cities.
- If these cost shifts become law many counties will likely have to raise their levies at a level not seen in over 15 years.
- The property tax is regressive and will hit low and moderate income Minnesotans especially hard.
- It will not be a “hidden cost” since homeowners will get their property tax statements mailed directly to them and show the increase from the previous year, as required by state law.
- While some legislators are concerned about the implications of potential federal cuts and the cost shifts that would apply from those to the state and counties, that’s why it’s so important to minimize these ones. We don’t know the size and scope of cost shifts to state and local governments as the result of federal law, so what’s being proposed here could just be the starting point. Legislators can limit these cost shifts in a way that they may not be able to with changes from the federal government.

The more any feedback can be individualized to your county specifically the more effective it will be. If you have any questions about legislative outreach please do not hesitate to reach out to MICA staff with any questions or for assistance.

News and Notes:

- **Governor’s Fishing Opener:** On Saturday Governor Walz and Lt. Governor Flanagan joined legislative leaders for the Governor’s fishing openers in Crosslake. The Governor has continued to meet daily with legislative leaders but no budget news came out of the day.
- **2nd Congressional District Election:** Sen. Matt Klein (DFL-Mendota Heights) announced that he is running for the 2nd congressional district seat, which is being vacated by Angie Craig as she runs for the open US Senate seat. Former DFL state senator Matt Little has also announced he is running for the seat.
- **Omnibus bill tracking:** MICA has put together an omnibus bill spreadsheet that we’ll be including in the update through the end of the regular legislative session. This will help keep track of the current status of each omnibus bill: if it’s passed off the floor, in conference committee, etc. We should note that things can and will change rapidly during the next week and the spreadsheet reflects one static moment in time each week. That spreadsheet is available at the end of the update and a [version that will continue to be updated is available online](#).

LAST WEEK

Senate releases its omnibus tax bill, cuts County Program Aid and repeals local government cannabis aid: On Tuesday night the Senate posted the [amendment](#), [summary](#), and [spreadsheet](#) of their omnibus tax bill. The bill includes cuts to County Program Aid.

The committee held a [walk through and public testimony on Wednesday morning](#), with **Washington County Commissioner Karla Bigham** testifying with concerns about cuts to County Program Aid on behalf of MICA, emphasizing that these cuts are coming on top of cost shifts in other areas and will have the effect of driving up property taxes. MICA also [submitted a letter addressing changes](#) in the bill, highlighting the problematic impact of the cuts in county program aid. Before the bill moved out of committee each member spoke to the provisions in the bill. Senators from MICA counties including Sen. Jeremy Miller (R-Winona), Sen. Carla Nelson (R-Rochester), Sen. Grant Hauschild (DFL-Hermantown), and Sen. Aric Putnam (DFL-Saint Cloud) all spoke with concerns about the cuts to County Program Aid. The bill passed to the floor on a voice vote. Once it reached the floor its referral was challenged so it has since been sent back to Rules Committee, where it will receive a hearing soon.



Below are some of the notable elements of the bill:

- **Reduction in County Program Aid:** The senate bill reduces CPA by \$20 million annually. [You can find the county by county impact here](#). Senator Rest has stated that she believes that cities and counties need to take part in cost increases when tax increases are also being taken up by the committee. MICA and county officials continue to emphasize that any cuts in county program aid are being considered on top of cost shifts in the human services area that total in the hundreds of millions statewide. There is no cut to County Program Aid in the House. (Article 4, Section 7)
- **Repeal of the local government cannabis aid:** By redirecting this aid to the general fund, the Department of Revenue predicts this will raise \$28.7 million in FY 26-27 and \$40.9 million in FY 28-29 for the state. Counties receive 50% of this allocation, so it reflects about a \$7 million per year cut to counties in FY 26-27 and \$10.5 million per year cut to counties in FY 28-29. Almost no aid of this type has yet gone out since it is based on cannabis retailers and there aren't any cannabis retailers yet. For similar reasons there have been no projections on how much any one local unit of government would receive from this aid program. This proposed repeal is identical to the provision in the House. (Article 10, Section 23)
- **General sales tax authorization allowed for certain projects in counties and cities:** Would provide counties and cities the ability to go directly to their voters to decide whether certain capital projects can be funded with a local sales tax without requiring a special law authorization. Eligible projects include:
 - Correctional facilities
 - District courts
 - Law enforcement centers
 - Regional parks and trails outside the 7 county metro designated as regional by the Greater Minnesota Parks and Trails Commission
 - Libraries
 - Community centers
 - Regional athletic complexes
 - Convention centers

The language imposes local hearing requirements in order to bring the proposal to the voters as well as support from two adjacent political subdivisions. For counties, another local government qualifies as "adjacent" if it is

inside the county borders. The bill also creates a “local sales tax equalization distribution” by requiring 5% of all local sales taxes using this authority be shared with other local governments in the region, but this requirement only applies to city projects. (Article 5)

- **Extension of the current local sales tax moratorium:** Extends the current local sales tax moratorium by one year, through June 30, 2026 if the general law local sales tax changes proposed in Article 5 do not become law. The House bill also extends the moratorium a year while proposing a legislative task force to make new recommendations. (Article 3, Section 8).
- **Extension of homelessness prevention aid:** Repeals the sunset on the local homeless prevention aid. The aid goes out to counties and tribal governments to fund new or existing family homeless prevention and assistance projects or programs. The aid is currently set to expire with final payments going out in 2028. You can [find the 2025 certification of this aid program here](#) for each individual county. This extension is not included in the House bill. (Article 4, Section 15)
- **Response to *Alliance v Hennepin County*:** The senate version would ensure that low income housing tenants do not have to pay personal property taxes but would not address the concerns over losing the renters credit or the property tax shift onto other properties. It lines up with the Governor’s budget recommendation whereas the House version fixes the property tax shift and renters credit issue. (Article 3, Section 2)
- **Disabled veterans market value exclusion:** Increases the exclusion amounts for the disabled veterans’ market value exclusion for veterans with a disability rating of at least 70% from \$150,000 to \$175,000 and increase the exclusion for veterans with a 100% permanent disability from \$300,000 to \$350,000. Same as House language. (Article 2, Section 13)
 - The proposal would shift an estimated \$12.2 million of property taxes onto other properties, including other homesteads. The statewide average of this exclusion in all 87 counties is half of one percent. The highest percentage of any individual county is 1.6% (Carlton County) and the highest percentage of a MICA county is 1.1% (St. Louis County).
- **Homestead Resorts property tax class rates:** Modifies the classification rates for class 1c homestead resorts so that the first \$1,500,000 of market value is Tier 1 (up from \$600,000), the market value from \$1,500,001 to \$4,500,000 is Tier II (up from \$600,000-\$2.3 million), and any value over \$4,500,000 is Tier III (up from all value over \$2.3 million). Not included in the House bill. (Article 2, Section 11)
 - Under current law, 45% of the total class 1c taxable market value statewide is in the first tier, 45% is in the second tier, and 10% is in the third tier. The proposal would shift class 1c market value from the higher tiers to the lower tiers. Under the proposal, 72% of total class 1c taxable market value statewide would be in the first tier, 22% in the second tier, and 6% in the third tier.
 - Resort property is nearly one fifth of one percent of statewide net tax capacity. The highest concentration in any one county is Cook County (2.5%) and the highest concentration in any MICA county is Otter Tail County (0.9%).
- **Managed forest land:** Eliminates the requirement that the property’s forest management plan meet all requirements of SFIA to qualify for Class 2c managed forest land and instead provides cross-references to the definition of a ‘forest management plan’ and an ‘approved plan writer’ within the SFIA chapter. Provides that land otherwise eligible to be classified as Class 2c is eligible regardless of whether it is wholly or partially subject to a conservation easement. Unknown tax shift onto other properties. Not included in the House bill. (Article 2, Section 12).
- **Debt obligation definition:** Expands the definition of “debt obligations” for the purposes of building debt the state may guarantee to include certain county debts for the construction of courthouses or justice centers connected to a jail, correctional facility, or other law enforcement facility. Same as House language. (Article 7, Section 2)

House moves its omnibus bill out of Taxes and Ways & Means committees: Dubbed the “We Can Work it Out” bill by Rep. Greg Davids (R-Preston) the bill moved through the House tax committee and Ways & Means committee last week.

[On Tuesday](#) the tax committee took testimony on the bill and voted it out without any amendments from members brought forward. [MICA submitted a letter on the bill](#) (pages 17-18) and also testified, speaking in favor of the work managing property tax shifts but also with concerns about the repeal of the local government cannabis aid. The bill received an [abbreviated hearing in Ways and Means](#) later in the week. It is expected to be heard on the House floor Tuesday, though it has not yet been officially calendared. You can find additional detail and analysis of the House tax bill in last week’s legislative update.



Bill introductions of interest:

- [SF3487](#) (Koran) Modifying the Open Meeting Law, authorizing meeting broadcasting through social media
- [SF3503](#) (Boldon) Locally controlled housing fund establishment; allowable uses for housing infrastructure bonds modification

THIS WEEK

The House will hear its tax bill on the floor this Tuesday. If there are any amendments they will start getting posted today (Monday, May 12).

The Senate bill has been referred to Rules committee and after getting referred back to the senate floor from Rules will likely be heard some time after the House bill passes. If the tax bill does pass both chambers there is very limited time for any potential conference committee meetings prior to the May 19 constitutional deadline.

TRANSPORTATION

LAST WEEK

Conferees were appointed to the conference committee on HF2348, which is charged with working out the differences between the [House](#) and [Senate](#) Transportation Omnibus Bills.

Representing the House are:
Co-Chair Jon Koznick (R-Lakeville)
Co-Chair Erin Koegel (DFL-Spring Lake Park)
Rep. Bjorn Olson (R-Fairmont)
Rep. Brad Tabke (DFL-Shakopee)

For the Senate:
Chair Scott Dibble (DFL-Minneapolis)
Sen. Jim Carlson (DFL-Eagan)
Sen. Doron Clark (DFL-Minneapolis)
Sen. John Jasinski (R-Faribault)
Sen. Ann Johnson Stewart (DFL-Minnetonka)

The appointment of Senator Clark was a surprise, as he only joined the Senate in early February after winning a special election in Senate District 60. He does not serve on Senate Transportation Committee nor did he author any major provisions included in the bill.

On Thursday, the Conference Committee held its first meeting and did a walkthrough of the spreadsheet and policies in each of the bills, as well as take testimony from agency staff. On Friday, the committee heard public testimony from a variety of groups. MICA submitted a letter providing feedback to the committee on provisions we want to see enacted

and those that are of concern. We also penned and shared a joint letter with other organizations in support of the delay in the greenhouse gas mitigation law. You can find the letters on pages 3 and 6 of the [meeting packet](#).

Chair Dibble provided a list of same and similar policy provisions for the committee to adopt, but the House was not ready to accept them yet.

THIS WEEK

Each day, the conference committee gavel alternates between the House and Senate. With the tied House, it gets more complicated, as the gavel alternates between Co-Chair Koznick and Co-Chair Koegel on the House's designated days.

When the conference committee convenes on Monday at 1:00, Co-Chair Koegel holds the gavel. The committee is expected to revisit the same-and-similar list presented on Friday and discuss four topics where there are differences:

- Washington Ave Bridge Funding Source
- Met Council Loan to MnDOT
- Asset ratio/pavement resiliency
- Traffic Safety Advisory Council

Until leadership and the governor reach global budget targets, the committee will not be able to adopt any budget items or policy with financial impacts, hampering its ability to make any progress on the top issues of interest to MICA.

BONDING

LAST WEEK

Both the House and Senate Capital Investment Committees met to position vehicle bills in case a global deal that includes a bonding package is reached. In its committee hearing on Thursday, the Senate went one step further and shared a list of the projects Chair Sandy Pappas (DFL-St. Paul) would fund in its \$1.35 billion proposal as well as draft proposals modifying previous bonding allocations and creating new policies for future bonding bills. Minority Lead Karin Housley (R-Stillwater) was very clear that \$1.35 billion was too big of a package for Senate Republicans to support and that they prefer a \$700 million bill, in line with the targets of the House and governor.

The [Senate's bonding proposal](#) included no named projects, but a list of all the agency programs it would finance, including:

Board of Soil and Water Resources

- \$3.6 million to the Local Road Wetland Replacement Program

Minnesota Department of Transportation

- \$11 million for major local bridge replacements
- \$14 million for the Local Bridge Replacement Program
- \$23 million for the Local Road Improvement Program

MICA shared a [letter](#) with the committee in support of these allocations. The committee also heard policy provisions which are included in the general government update.

Neither the House nor the Senate Capital Investment Committees plan to meet again this session as any final bonding package is expected to be worked out behind closed doors as part of the global negotiations between legislative leadership and Governor Walz.

HUMAN SERVICES

AT THE CAPITOL

With the clock ticking closer to the May 19 regular session adjournment date, both bodies spent significant time last week in either their finance committees or on the floors processing their respective budget bills. Most of the budget bills have now reached final passage in both the House and Senate – with the exception of education. Conference committees are being appointed and have begun to review language and spreadsheets. However, at the time of this writing, the Governor and leadership have not come to an agreement on global joint spending targets.

On Monday, the House Fraud Prevention Agency Oversight Policy Committee held an **informational hearing** on the following proposals:

- [HF3043](#) (Robbins) would establish a Minnesota anti-kickback statute that mirrors the federal law. Applies to behavioral health programs and childcare assistance programs, as well as to grant programs. Makes it illegal to solicit or receive something of value in exchange for awarding a grant or facilitating the award of a grant, and makes it illegal to offer or provide something of value to induce another to award a grant or facilitate the award of a grant.
[House Research Summary](#)
- [HF2891](#) (Robbins) specifies that the Department of Administration must create an exam and continuing education requirements for state employees seeking to be certified to oversee grants. Requires state agencies to only assign grants management responsibilities to employees with the appropriate certification. Requires agencies overseeing grants to perform in-person monitoring visits of certain grant recipients, document certain behaviors, report suspected fraud, and move to withhold payments and debar grantees under certain circumstances. Requires the Department of Administration to maintain a list of grantees who have been disciplined or debarred.
[House Research Summary](#)

OMNIBUS BILLS

House Human Services Finance/HF2434

Co-chaired by Reps. Mohamud Noor and Joe Schomacker, the committee received negative spending targets of (\$300 million) for FY26-27 and (\$1 billion) for FY28-29. The biggest cut in the bill would be \$427.09 million in long-term care waivers. **Other cuts include \$154.66 million to county share for rate exceptions,** \$75.34 million to reduce Disability Waiver Rate System growth, \$73.16 million for nursing facility surcharge, and \$66.76 million by removing the absence and utilization factor from Family Residential Services, Community Residential Services and Integrated Community Supports. A disability waiver rate system inflation adjustment would save around \$162 million. The bill would reinstate [Tax Equity and Fiscal Responsibility Act](#) (TEFRA) parental fees for parents with income equal to or greater than 675% of the federal poverty guidelines and delays implementation of [Waiver Reimagine](#) until January 1, 2028.

- [Bill Language](#)
- [Bill Summary](#)
- [Spreadsheet](#)
- [Session Daily Article](#)

HF2434 was heard on the House Floor on Monday. The bill passed by a vote of 109-25 and was sent to the Senate.

Floor amendments of interest:

- [H2434A11](#) (Curran) was adopted by voice vote. Makes changes to MnCHOICES, including:

ACOMB	FALCONER	HUDSON	MEKELAND	RYMER
AGBAJE	FEIST	HUOT	MOLLER	SCHOMACKER
ALLEN	FINKE	HUSSEIN	MOMANYI-HILTSLEY	SCHULTZ
ALTENDORF	FISCHER	IGO	MUELLER	SCHWARTZ
ANDERSON, P. E.	FOGELMAN	JACOB	MURPHY	SCOTT
ANDERSON, P. H.	FRANSON	JOHNSON, P.	MYERS	SENCER-MURA
BACKER	FRAZIER	JOHNSON, W.	NADEAU	SEXTON
BAHNER	FREDERICK	JONES	NASH	SKRABA
BAKEBERG	FREIBERG	JORDAN	NELSON	SMITH
BAKER	GANDER	JOY	NISKA	STEPHENSON
BENNETT	GILLMAN	KEELER	NOOR	STIER
BERG	GOMEZ	KLEVORN	NORRIS	SWEDZINSKI
BIERMAN	GORDON	KNUDSEN	NOVOTNY	TABKE
BLISS	GOTTFRIED	KOEGEL	O'DRISCOLL	TORKELSON
BURKEL	GREENE	KOTYZA-WITTHUHN	OLSON	VAN BINSBERGEN
CARROLL	GREENMAN	KOZLOWSKI	PEREZ-VEGA	VANG
CHA	HANSEN, R.	KOZNICK	PERRYMAN	VIRNIG
CLARDY	HANSON, J.	KRAFT	PINTO	WARWAS
COULTER	HARDER	KRESHA	PURSELL	WEST
CURRAN	HEINTZEMAN	LAWRENCE	QUAM	WIENER
DAVIDS	HEMMINGSSEN-JAEGER	LEE, F.	RARICK	WITTE
DAVIS	HER	LEE, K.	REHM	WOLGAMOTT
DIPPEL	HICKS	LIEBLING	REHRAUER	XIONG
DOTSETH	HILL	LILLIE	REPINSKI	YOUAKIM
DURAN	HOLLINS	LONG	REYER	ZELEZNIKAR
ELKINS	HORTMAN	MAHAMOUD	ROACH	SPEAKER
ENGEN	HOWARD	MCDONALD	ROBBINS	DEMUTH

- **Changes to MnCHOICES assessor qualifications:**

- requires certified assessors to have received training and certification specific assessment and consultation for LTC services; AND
- have at least an associate's degree in human services or other closely related field;
- have at least an associate's degree in nursing with a public health nursing certificate or other closely related field; or
- be a registered nurse.

- **Allows lead agencies to contract with hospitals to conduct assessments of patients in the hospital when the lead agency has "failed to meet its obligations."**

- Hospitals are not eligible for reimbursement.
- Lead agencies are responsible for the oversight, compliance, and quality assurance for all assessments performed under the contract.

- **Other:**

- LTC consultation team must begin an assessment, including an estimated timeline for full completion of the assessment within 20 working days.
- Within 30 days of completion of a reassessment, an assessor **must send a request for written attestation via email to obtain a signature from the service recipient.**
- The person has appeals rights upon denial of attestation to no changes in needs of services.
- **Requires DHS to maintain a dashboard** on the Department's public website containing **summary data on the completion of assessments.**

- [H2434A13](#) (Gillman) would have shifted rate exception costs to the State; **failed on a tie vote of 67-67.**
- [H2434A15](#) (Nadeau) extends onetime \$4 million appropriation for Supported Decision Making Programs until June 30, 2027; **adopted.**
- [H2434A16](#) (Nadeau) would have reduced central office appropriations and put the money toward mental health grants and the creation of a psychiatric collaborative care model grant; **amendment was withdrawn.**
- [H2434A18](#) (Gomez), concerned about the potential loss of Medicaid dollars, would have increased taxes on people making more than \$1 million. **After a brief discussion, Rep. Gomez withdrew the amendment.**
- [H2434A9](#) (Schomacker) specifies that employee incentive payments must be made to all employees who transitioned from CARE St. Peter to another Direct Care and Treatment program, including employees who transitioned prior to the closure of CARE St. Peter; **adopted.**

For a full review of the bill, [see April 14 MICA Legislative Update](#) (p.11)

House Human Services Policy/HF2115

Authored by Co-Chairs Rep. Joe Schomacker and Rep. Mohamud Noor, contains human services policy provisions related to aging and disability services, Department of Health policy, Direct Care and Treatment, behavioral health, DHS Office of Inspector General, assertive community treatment and intensive residential treatment services recodification and conforming changes, and children's mental health terminology changes.

- [Bill Summary](#)

The bill contains the following:

- extends access to **audio-only telehealth services**;
- establishes a county-administered rural medical assistance (CARMA) program as a step toward innovations; and
- provides for the **uniform administration of non-emergency medical transportation (NEMT)**.

During the debate, **Rep. Peter Fischer offered and later withdrew the [A6-1](#) amendment**, relating to **contracted case management**. Would require counties to utilize a competitive proposal process at least every two years; require contract language to include county oversight to ensure high-quality case management services; and would eliminate the option of contracted case management altogether, beginning on July 1, 2028. We expect more discussion on this issue.

The bill passed on a vote of 121-13 and was sent to the Senate.

ACOMB	•	FALCONER	•	HUDSON	•	MEKELAND	•	RYMER	•
AGBAJE	•	FEIST	•	HUOT	•	MOLLER	•	SCHOMACKER	•
ALLEN	•	FINKE	•	HUSSEIN	•	MOMANYI-HILTSLEY	•	SCHULTZ	•
ALTENDORF	•	FISCHER	•	IGO	•	MUELLER	•	SCHWARTZ	•
ANDERSON, P. E.	•	FOGELMAN	•	JACOB	•	MURPHY	•	SCOTT	•
ANDERSON, P. H.	•	FRANSON	•	JOHNSON, P.	•	MYERS	•	SENCER-MURA	•
BACKER	•	FRAZIER	•	JOHNSON, W.	•	NADEAU	•	SEXTON	•
BAHNER	•	FREDERICK	•	JONES	•	NASH	•	SKRABA	•
BAKEBERG	•	FREIBERG	•	JORDAN	•	NELSON	•	SMITH	•
BAKER	•	GANDER	•	JOY	•	NISKA	•	STEPHENSON	•
BENNETT	•	GILLMAN	•	KEELER	•	NOOR	•	STIER	•
BERG	•	GOMEZ	•	KLEVORN	•	NORRIS	•	SWEDZINSKI	•
BIERMAN	•	GORDON	•	KNUDSEN	•	NOVOTNY	•	TABKE	•
BLISS	•	GOTTFRIED	•	KOEGEL	•	O'DRISCOLL	•	TORKELSON	•
BURKEL	•	GREENE	•	KOTYZA-WITTHUHN	•	OLSON	•	VAN BINSBERGEN	•
CARROLL	•	GREENMAN	•	KOZLOWSKI	•	PÉREZ-VEGA	•	VANG	•
CHA	•	HANSEN, R.	•	KOZNICK	•	PERRYMAN	•	VIRNIG	•
CLARDY	•	HANSON, J.	•	KRAFT	•	PINTO	•	WARWAS	•
COULTER	•	HARDER	•	KRESHA	•	PURSELL	•	WEST	•
CURRAN	•	HEINTZEMAN	•	LAWRENCE	•	QUAM	•	WIENER	•
DAVIDS	•	HEMMINGSEN-JAEGER	•	LEE, F.	•	RARICK	•	WITTE	•
DAVIS	•	HER	•	LEE, K.	•	REHM	•	WOLGAMOTT	•
DIPPEL	•	HICKS	•	LIEBLING	•	REHRAUER	•	XIONG	•
DOTSETH	•	HILL	•	LILLIE	•	REPINSKI	•	YOUAKIM	•
DURAN	•	HOLLINS	•	LONG	•	REYER	•	ZELEZNIKAR	•
ELKINS	•	HORTMAN	•	MAHAMOUD	•	ROACH	•	SPEAKER	•
ENGEL	•	HOWARD	•	MCDONALD	•	ROBBINS	•	DEMUTH	•

House Health Finance/HF2435

On Tuesday, the House released its leadership-negotiated House Health Finance bill. **Co-chaired by Rep. Jeff Backer and Rep. Robert Bierman, the committee received negative spending targets of (\$50 million) for FY26-27 and (\$175 million) for FY28-29**. The bill finds savings by spending money from the Health Care Access Fund in order to meet its targets. While the bill does NOT include the various MDH fee increases as the Senate does, several grant programs are either reduced or eliminated altogether.

- [Bill Language](#)
- [Bill Index](#)
- [Spreadsheet](#)
- [AMC-MICA-MACSSA Letter](#)
- [Session Daily Article](#)
- [HF2435 DHS Testimony](#)
- [HF2435 MDH Testimony](#)

Again, the House Health Committee did not technically have possession of the bill, which they addressed on Wednesday, due to the bill having been negotiated by leadership. Frustration was expressed by several House Health Committee members regarding the process.

Highlights include:

- Uniform administration of non-emergency medical transportation (**NEMT**), which is expected to save \$22.78 million in FY26-27.
- Long-term savings from authorizing a state PBM for Medical Assistance (MA) and MinnesotaCare.
- Increased dispensing fees for some pharmacies by \$1.84 per prescription.
- **Increased MA payment rates for ambulance services by 13.86%.**
- **An additional \$30.44 million to the Office of Emergency Management Services to help pay for uncompensated ambulance runs.**

Other miscellaneous policy:

- Requires social media platforms to display a mental health warning, developed in consultation with MDH.
- Requires health care providers to be educated on how to recognize and report signs of abuse in infants.
- Establishes a [Dementia Services Program](#).
- **Exempts spa pools at private stand-alone rental units, such as Airbnb's, from health inspection requirements that apply to larger public pools dubbed the "Free the Hot Tub Act."**
- Adds metachromatic leukodystrophy (MLD) to the newborn testing list.
- Removes the sunset of the Newborn Hearing Screening Advisory Committee.
- Changes the current Maternal and Child Health Advisory Task Force into an advisory committee.
- Establishes a 15-member health care interpreter work group.
- Allows benefit explanations to be transmitted electronically.
- Expand opportunities for graduates of overseas medical schools to practice in the state.
- Establishes a [certified midwife license](#).
- Allows people to [proactively refuse opioids](#).

DHS Expenditures:

- \$18,861 million (FY26-27); \$1,793 million (FY28) **extends access to audio-only telehealth** (line 187 of spreadsheet)
- \$7,753 million (FY26-27); \$12,344 million (FY28-29); **13.68% increase to MA payment rates for ambulance services** (line 543)
- \$19,477 million (FY26-27); \$14,316 million (FY28-29); MinnesotaCare offset (line 552)

DHS Savings:

- (\$22,780 million) (FY26-27); (\$104,778 million) (FY28-29); **Uniform administration of NEMT** (line 290)
- (\$10,179 million) (FY26-27); (\$15,434 million) (FY28-29); **Enhanced FMAP for current expenditures for family planning services** (line 475)
- (\$21 million) (FY26); **Public option authority and contingent appropriation repeal** (line 523)

MDH Expenditures:

- \$2,600 million (FY26-27); \$2,600 million (FY28-29); **Infectious disease prevention, early detection, and outbreak response** (line 1272)
- \$8,299 million (FY26-27); \$10,772 million (FY28-29); Operating adjustment (line 1276)
- **Restoring Funding for Local Public Health Grants**; \$5 million (FY26-27); \$5 million (FY28-29) (line 1295)
- \$10,000 (FY26); **Non-opioid directives** authorized (line 1414)
- **Requirements for use of hot tubs on certain rental properties** (line 1426)

- \$1 million (FY26-27); \$1 million (FY28-29); Dementia Services Program established (line 1428)
- \$150,000 (FY26-27); \$150,000 (FY28-29); **Grants for opiate antagonists on Tribal campuses** (line 1434)
- \$55,000 (FY26); Signs of abuse in infants (line 1438)
- \$1 million (FY26-27); \$1 million (FY28-29); **Grant to Change the Outcome for Opioid Education** (line 1442)
- \$45,000 (FY26); Develop and review guidelines for social media mental health warnings (line 1446)

MDH Savings:

- (\$2,226 million) (FY28-29); Reduce cannabis prenatal funding (line 1357)
- (\$234,000) (FY26-27); (\$220,000) (FY28-29); Reduce cannabis youth grants (line 1361)
- (\$4 million) (FY26-27); (\$4 million) (FY28-29); **Reduce public health infrastructure pilot projects grants** (line 1373)
- (\$1 million) (FY26-27); (\$1 million) (FY28-29); Reduce sexual and reproductive health grants (line 1377)
- (\$6,292 million) (FY26-27); (\$6,292 million) (FY28-29); Eliminate long COVID-grants and administrative appropriations (line 1381)
- (\$674,000) (FY26-27); (\$674,000) (FY28-29); Eliminate appropriations for MDH policy to promote Diversity, Equity, and Inclusion (line 1385)
- (\$344,000) (FY28-29); **Eliminate drug overdose grants** (line 1397)

Office of Emergency Medical Services Expenditures:

- \$19,832 million (FY26-27); \$19,032 million (FY28-29); **Ambulance operating deficit grant program** (line 1650)
- \$10,506 million (FY26-27); \$9,955 million (FY28-29); **Rural EMS uncompensated care pool payment program**

Later Wednesday afternoon, the Children & Families Finance bill ([HF2436](#) (West/Kotzya-Witthuhn) was added to HF2435 in the Ways and Means Committee and was sent to the floor where it will be heard on Monday, May 12.

Senate Human Services Finance/HF2434

Chaired by Sen. John Hoffman, the committee received negative spending targets of (\$272 million) for FY26-27 and (\$430 million) for FY28-29.

On Monday, the bill passed the full Senate on a vote of 35-32 and was returned to the House.

- [Bill Language](#)
- [Bill Summary](#)
- [Bill Index](#)
- [Spreadsheet](#)

Floor amendments:

- [A32](#) (Hoffman); technical; **adopted**
- [A19](#) (Abeler); **adopted**
 - eliminates county cost shifts (behavioral health, DWRS, MSOP)
 - \$75 million in funding for bed expansion at AMRTC; **adopted**

Y ABELER	Y FRENTZ	Y KUPEC	Y PAPPAS
N ANDERSON	N GREEN	N LANG	Y PHA
N BAHR	N GRUENHAGEN	Y LATZ	Y PORT
Y BOLDON	Y GUSTAFSON	N LIESKE	N PRATT
Y CARLSON	Y HAUSCHILD	N LIMMER	Y PUTNAM
Y CHAMPION	Y HAWJ	N LUCERO	N RARICK
Y CLARK	N HEINTZEMAN	Y MANN	N RASMUSSEN
N COLEMAN	Y HOFFMAN	Y MARTY	Y REST
Y CWODZINSKI	N HOUSLEY	N MATHEWS	Y SEEBERGER
N DAHMS	N HOWE	Y MAYE QUADE	N UTKE
Y DIBBLE	N JASINSKI	Y MCEWEN	N WEBER
N DORNINK	N JOHNSON	N MILLER	N WESENBERG
N DRAHEIM	Y JOHNSON STEWART	Y MITCHELL	Y WESTLIN
N DRAZKOWSKI	Y KLEIN	Y MOHAMED	N WESTROM
N DUCKWORTH	N KORAN	Y MURPHY	Y WIKLUND
N FARNSWORTH	N KREUN	N NELSON	Y XIONG
Y FATEH	Y KUNESH	Y OUMOU VERBETEN	
HF 2434 HOFFMAN			
FINAL PASSAGE AS AMENDED			
YEA 35			
NAY 32			

In explaining his amendment, Sen. Abeler indicated that two task forces will be appointed to find savings through reform measures:

- \$432,00 (FY26-27) Study to Modify State Services for Low Acuity Individuals with Disabilities (spreadsheet line 575)
 - (\$136 million) (FY28-29) Assumed spending reductions from future proposal modifications to services for low acuity individuals with disabilities with contingent reduction to the Competitive Workforce factor (line 581)
- \$908,000 (FY26-27) Human Services Cost Savings Reform Work Group (line 586)
 - (\$150 million) (FY28-29) Assumed spending reductions from future cost savings reform proposals with contingent reduction to the Competitive Workforce Factor (line 593)

Other key provisions:

- Establishes a state-certified MnCHOICES assessor team to help address current backlog (line 570)
 - Capitated rate per evaluation (currently paid for by random time study)
 - At the request of the state assessor, the lead agency must ensure that the person is visited by lead agency staff within five days of the visit by the state assessor to begin the process of determining financial eligibility for MA.
- Requires DHS to put out an RFP to develop and model a proposed reimbursement rate methodology for waiver case management services
- Requires DHS to develop an alternative payment methodology to reimburse counties for providing long-term care consultation services
- \$900,000 (FY26-27); \$900,000 (FY28-29) grant for homelessness study (line 611)
- **\$75 million for DCT bed expansion at AMRTC (line 714)**

Floor amendments:

- [A23](#) (Boldon); **expedited SMRT process for those children screened for a rare disease; adopted** (line 632)
- [A1](#) (Abeler); **adopted**
 - Autism/Early Intensive Developmental and Behavioral Intervention (EIDI) provisional licensure
 - Repeals Legislative Task Force on Guardianship
- [A50](#) (Rasmusson); **adopted**
 - Requires DHS to report whether it implemented recommendations identified during the prior 5 years by the legislative auditor in a financial audit, program evaluation, or special review.
- [A52](#) (Rasmusson); **adopted**
 - Transfer from the long-term services and supports loan account additional critical access nursing facility funding
- [A33](#) (Fateh); **adopted**
 - On an annual basis, the balance in the special revenue account shall be appropriated to a competitive grant program for assisted living providers licensed under chapter 144G or other organizations with experience in assisted living operations, compliance, and best practices for the purpose of the commissioner for special projects to improve resident quality of care and outcomes in assisted living facilities.

Conference committee appointed:

- Senators Hoffman, Fateh, Maye Quade, Mohamed, Abeler
- Representatives Schomacker, Gander, Noor, Frederick

Senate Human Services Policy/HF2115

Authored by Sen. John Hoffman, this bill was also debated on the Senate floor on Wednesday. The bill passed on a vote of 35-32 and was returned to the House.

- [Bill Language](#)
- [Bill Summary](#)
- [Bill Index](#)

Floor amendments:

- [A1](#) (Hoffman); **adopted**
 - Waiver Reimagine Advisory Committee; other technical
- [A2](#) (Rasmusson); **withdrawn**
 - **Would have deleted the pause on the 48-hour rule**
- [A50](#) (Maye Quade) **adopted (39-28) as amended.**
 - [A51](#) (Rasmusson); **failed (33-34)**
 - Would have removed “autism” in A-50 amendment
 - [A52](#) Oral Amendment (Lucero) **adopted**
 - Add “biometric”
 - A 245D license holder is prohibited from disseminating the following data, without the consent of the individual who is the subject of the data, for purposes of researching autism as a preventable disease: (1) data identifying an individual, including names, birthdates, addresses, telephone numbers, or email addresses; or (2) any other data that could reasonably be used to identify an individual. Nothing in this paragraph prohibits an individual from transmitting their own identifying data for the purposes of researching autism as a preventable disease.

Y ABELER	Y FRENTZ	Y KUPEC	Y PAPPAS
N ANDERSON	N GREEN	N LANG	Y PHA
N BAHK	N GRUENHAGEN	Y LATZ	Y PORT
Y BOLDON	Y GUSTAFSON	N LIESKE	N PRATT
Y CARLSON	Y HAUSCHILD	N LIMMER	Y PUTNAM
Y CHAMPION	Y HAWJ	N LUCERO	N RARICK
Y CLARK	N HEINTZEMAN	Y MANN	N RASMUSSON
N COLEMAN	Y HOFFMAN	Y MARTY	Y REST
Y CWODZINSKI	N HOUSLEY	N MATHEWS	Y SEEBERGER
N DAHMS	N HOWE	Y MAYE QUADE	N UTKE
Y DIBBLE	N JASINSKI	Y MCEWEN	N WEBER
N DORNINK	N JOHNSON	N MILLER	N WESENBERG
N DRAHEIM	Y JOHNSON STEWART	Y MITCHELL	Y WESTLIN
N DRAZKOWSKI	Y KLEIN	Y MOHAMED	N WESTROM
N DUCKWORTH	N KORAN	Y MURPHY	Y WIKLUND
N FARNSWORTH	N KREUN	N NELSON	Y XIONG
Y FATEH	Y KUNESH	Y OUMOU VERBETEN	
HF 2115 HOFFMAN			
FINAL PASSAGE AS AMENDED			
YEA 35			
NAY 32			

HF 2115
Omnibus human services provisions

Conference committee appointed:

- Senators Hoffman, Fateh, Maye Quade, Abeler, Rasmusson
- Representatives Schomacker, Gander, Noor, Frederick

CONFERENCE COMMITTEES APPOINTED

Human Services Finance/HF2434

Conferees:

- **House:** Reps. Schomacker, Gillman, Jacob, Noor, Keeler, Curran
- **Senate:** Hoffman, Fateh, Maye Quade, Mohamed, Abeler

Human Services Policy/HF2115

Conferees:

- **House:** Schomacker, Gander, Noor, Frederick
- **Senate:** Hoffman, Fateh, Maye Quade, Rasmusson, Abeler

Conferees:

- **Senate:** Port, Boldon, Lucero
- **House:** Igo, Nash, Howard, Kozlowski

[Session Daily Article](#)

Senate provisions:

- Amends section 462A.07, subdivision 19, by requiring the commissioner to report on the financial stability of the affordable housing industry. The report must include:
 - the ratio of operating expenses to revenue in affordable rental housing projects; and
 - the percentage of rents collected on time, divided into four regions of the state:
 - the cities of St. Paul and Minneapolis;
 - the metropolitan counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, except for the cities of St. Paul and Minneapolis;
 - urban greater Minnesota, including the cities of Duluth, Mankato, Moorhead, Rochester, and St. Cloud; and
 - rural greater Minnesota, which includes all of Minnesota except for the places listed in items (i), (ii), and (iii).
- **Affordable Housing Annual Meeting:** Requires the commissioner, at least once each year, to convene a meeting with the Interagency Council to End Homelessness and the cities and counties with high levels of cost-burdened households, meaning the cities and counties where gross rent or homeownership costs are 30 percent or more of household income. The purpose of the meeting is to discuss: (1) resources received by cities and counties; (2) regional needs for affordable housing; and (3) recommendations for the collaborative use of funds to effectively address homelessness, housing insecurity, security of affordable housing, and the lack of housing supply.

House provisions:

- **\$10 million for Greater Minnesota Workforce Housing Development to expand rental housing for workers**
- \$150,000 to create an accessible housing task force
 - Affordable Housing Annual Meeting: Requires MHFA to convene annually a meeting with the Interagency Council to End Homelessness and with cities and counties with high levels of cost-burdened households for discussion of housing issues.
 - Accessible Housing Task Force: Creates a task force to look at the experience of individuals who have disabilities related to finding housing designed to assist individuals with disabilities to live independently, including challenges that prevent landlords from providing accessible housing options.

Other policy:

- Specifies that housing and redevelopment authorities are allowed to establish local housing trust funds (dedicated revenue for housing, for things such as rehabilitation, emergency assistance and gap funding) in the same way as cities and counties.

MISCELLANEOUS STAND-ALONE BILLS

Cannabis Policy Omnibus Bill: On Monday, [SF2370](#) (Stephenson) was heard on the House floor – passing on a vote of 82-50. The bill makes technical changes to the state’s cannabis laws. Among its policy changes, the bill would remove the requirement that beverages with no more than 10 milligrams of THC be labeled as two servings, create a lower-

potency hemp wholesaler license, and give visiting patients to Minnesota the same rights as medical cannabis patients in the state.

- [Bill summary](#)
- Article 1: includes technical and policy changes related to the **medical cannabis program**.
- Article 2: contains provisions related to the **licensing and operation of cannabis businesses**.
- Article 3: contains provisions related to **hemp businesses and lower-potency hemp edibles**.

The bill was successfully [amended](#) to allow medical combination businesses to sell to other cannabis businesses and deliver medical cannabis to patients. An [amendment](#) was also successfully added to limit advertisement of consuming alcohol and cannabis together.

Creation of Office of the Inspector General (OIG): On Thursday, the Senate debated [SF856](#) (Gustafson; Kreun). The bill received broad bipartisan support (60-7).

- [Senate Counsel & Research Summary](#)

Intended to reduce fraud in state spending, the bill is an outgrowth of the Feeding Our Future nutrition aid scandal. The bill establishes an OIG with independent oversight authority. The new agency will track state spending and is also authorized to track money that moves through private entities. An amendment was added to create a law enforcement arm to take legal action in fraud cases. The office would be set up within the executive branch to allow for that law enforcement ability. It would have subpoena power and could refer cases for criminal or civil action.

Appointments to the office would be made through a bipartisan process. A committee made up of equal members of parties from both chambers will put forward candidates to the Governor, who will also have an appointment. The Governor's selection requires Senate support to be approved. The language currently in the bill gives the OIG authority to investigate money distributed by state agencies to local units of government and any businesses or non-profits that receive public funds, requiring their full compliance with any investigation. The new office is expected to be staffed by approximately 30 people, with operational costs of around \$8.9 million.

MINNESOTA AFRICAN AMERICAN FAMILY PRESERVATION CHILD WELFARE DISPROPORTIONALITY ACT (MAAFPCWDA)

The MAAFPCWA statewide working group met on Friday, May 9. MICA Commissioners Kurt Mortenson (Otter Tail) and Karla Bigham (Washington), along with Commissioners Angela Conley (Hennepin) and Joan Lee (Polk), serve on the working group. The group is required to submit an interim report of its findings by January 1, 2026.

Webinar for non-phase-in counties: DCYF Child Safety and Permanency Division will host a webinar on the MAAFPCWDA for non-phase-in counties across Minnesota:

Tuesday, May 13, 2025, 10:00 – 11:00 a.m.

- [Register here](#)
- [Submit questions by Wednesday, May 7, 2025.](#)

The webinar will include a presentation of the history and purpose of this legislation, and provide an update on the implementation with the two identified phase-in counties. Please submit your questions using the links above. These webinars will be hosted quarterly.

THIS WEEK

With only a week remaining, much work is yet to be completed. [HF2435](#), the combined House Health and Children and Families bill, will be heard on the House floor on Monday. Conference committees are expected to meet throughout the week. The Legislature must adjourn by midnight on Monday, May 19, to avoid a special session.

Hearings:

House Floor Session

[Monday, May 12](#)

Calendar for the Day

- [HF2435](#) (Bierman; Backer; West; Kotyza-Witthuhn) Health, children, and families finance bill.
- [HF3228](#) (Baker) Workers' Compensation Advisory Council recommendations adopted.
- [SF908](#) (Schultz) Provisions governing the certification of underground telecommunications installers modified.
- [SF2200](#) (Feist) Confidentiality established for restorative justice practices participants, status report modified for restorative practices, and data classified.

Senate Floor Session

[Monday, May 12](#)

Special Orders:

Judiciary and Public Safety Conference Committee (HF2432)

[Monday, May 12](#)

- Discussion and adoption of policy items.
- Testimony by request on several policy provisions in [HF2432](#) side-by-side:
 - [SF1909](#) (Oumou Verbeten) County attorneys authorization to use administrative subpoenas in wage theft investigations.
 - [SF1665](#) (Westlin) and [HF1396](#) (Witte) Use authorization of unmanned aerial vehicles expanded.
 - [SF281](#) (Lang) Coercion crime that causes great bodily harm or death of the victim criminal penalty enhancement provision.
 - [SF3051](#) (Latz) Access to unredacted portable recording system data related to collision investigations authorization.

Transportation Conference Committee (HF2438)

[Monday, May 12](#)

- Discussion of Same and Similar Policy Provisions
- Discussion of Select Different Provisions
 - Washington Ave Bridge Funding Source
 - Met Council Loan to MnDOT
 - Asset ratio/pavement resiliency
 - Traffic Safety Advisory Council

ENVIRONMENT

LAST WEEK

The highlight of last week's legislative activity was the reveal of the House and Senate tax bills, [HF2437](#) (Davids) and [SF2374](#) (Rest), respectively. The House bill maintains aquatic invasive species (AIS) county aid, as does the Senate bill. The House bill also contains some one-time money for SCORE grants: \$354,000 in FY2026 and \$1.493 million in FY2028.

During the bill walk through on Tuesday, several testifiers and submitted testimony highlighted one-time funding for SCORE grants, including MICA, the Association of Minnesota Counties (AMC), Partnership on Waste and Energy (PWE), Conservation Minnesota, the City of Minneapolis and the Minnesota Resource Recovery Association (MRRRA).

[SF2077](#), the environment omnibus bill, was heard in conference committee on Friday. Nonpartisan staff walked through each bill and the side by sides, and the committee took public testimony. A [budget spreadsheet comparison](#), bill [summary comparison chart](#) and [bill language side by side](#) are linked here. The Senate had a general fund target of \$1 million in savings in FY2026-27 and \$2 million in spending in the tails. The House had a \$10 million in savings target in FY2026-27 and \$0 in FY2028-29. In general, the bills are very different, with the House reaching their target through reduced funding to three previously appropriated programs and making no other changes, while the Senate makes many changes to programs throughout their jurisdiction. **No other conference committee meetings have been scheduled, and little action can be taken until we have global budget targets.**

Minnesota Pollution Control Agency (MPCA) Commissioner Katrina Kessler's [testimony](#) highlighted the need for changes to maintain access to CLIF, as well as other noncontroversial technical changes, included in both bills and underscored operating adjustment needs. The Department of Natural Resources (DNR) testified to make the case for provisions included in the Senate environment bill and Governor's proposed budget, such as the AIS surcharge increase.

After passing the House floor on a 112-21 vote, the House energy omnibus bill, HF 2442 (Acomb) was sent to the Senate to serve as the vehicle for the energy omnibus. [HF2442](#) (Frentz), the Senate energy omnibus bill, was then heard in the Senate Finance committee on Wednesday. The committee adopted the [A31 DE amendment](#), which inserted the language from [SF2393](#) (Frentz) into the House file. Sen. Nick Frentz (DFL-North Mankato) said the bill contains compromises made after it passed out of his committee earlier in session and that he wouldn't vote for any amendments to the bill in its current form. His opening remarks highlighted that the bill fully funds state agency operating increases and lowers the Minnesotans' electric bills while supporting state efforts to pursue clean energy goals.

Nonpartisan staff walked through the bill and noted it no longer contains the repeal of the Renewable Development Account (RDA). An [updated spreadsheet](#) and [summary](#) are linked here. The bill meets its target primarily by cutting \$4 million from pre-weatherization and workforce training spending. Sen. Frentz noted other policy provisions that were taken out including language regarding large hydroelectric projects, data centers (travelling separately) and biomass. **The bill passed out of Finance 6-5 and was heard on the Senate floor on Friday.**

In his introductory remarks, Sen. Nick Frentz (DFL-North Mankato) characterized the bill as the result of negotiations within the DFL caucus to strip out some policy provisions considered problematic by DFL senators. Senate Republicans expressed their frustration with the more limited bill and their lack of involvement in these negotiations throughout the floor discussion. Early in the debate, Senate Majority Leader Erin Murphy (DFL-St. Paul) interjected to remind DFL senators that they shouldn't push through controversial or potentially problematic policy provisions in a budget bill given that needs to be their top priority.

The [A9 amendment](#) from Sen. Rob Farnsworth (R-Hibbing), which would define wood waste used in the creation of energy as carbon-free under the state's clean energy plan, was adopted with Sen. Jim Abeler (R-Anoka) and Sen. Fong Hawj (DFL-St. Paul) not voting, and Sen. John Hoffman (DFL-Champlin) breaking with his party to vote in favor. Senator Farnsworth spoke to the many challenges caused by the lack of options for dealing with wood waste caused by emerald ash borer (EAB), as well as other benefits of burning wood waste like helping manage forest fires. After the A9 amendment was adopted, Sen. Murphy immediately moved to lay

the bill on the table and recess. **Upon returning, Sen. Hoffman voted against taking the bill from the table and without the votes to continue debate, the Senate adjourned until Monday.**

Finally, [HF2446](#), the agriculture omnibus bill, was discussed in conference committee on Friday. Nonpartisan staff walked through all the side by side documents and heard testimony from Minnesota Department of Agriculture's Thom Petersen. The [appropriations side by side](#), [policy side by side](#), [broadband appropriations side by side](#), [change items spreadsheet comparison](#) and [full budget spreadsheet comparison](#) are linked here. **No action was taken and no future meetings have been scheduled.**

GENERAL GOVERNMENT & OTHER

LAST WEEK

Senate approves bill modifying Earned Sick and Safe Time law: On May 6 the Senate heard [SF2300](#) (Seeberger), which would modify various Earned Sick and Safe Time provisions. It includes some provisions that MICA supports, most notably that allows employers to limit the application of the minimum standards and requirements under the ESST law to no less than the available leave or 160 hours in a twelve-month period, whichever is less. The bill was amended on the Senate floor to exempt small businesses with three or fewer employees from ESST and family farms with five or fewer employees. These amendments drove nearly all of the discussion on the senate floor, with a handful of DFLers supporting them along with nearly all Republicans. Numerous DFLers expressed their dismay with the bill as amended. The bill ended up passing 38-29. The bill is not expected to move in the House but it could potentially end up in an omnibus bill at some point. MICA does not have a position on the small business or family farm exemptions.

State and Local Government Conference Committee starts meeting: On Friday, the conference committee on the State and Local Government conference committee [held its first meeting](#). The committee heard an overview from non-partisan staff about the differences between the two bills and the implications of those differences for the spreadsheet. Limited public testimony was taken from those outside the metro. No official action was taken and no items were adopted.

Members of the conference committee are:

Rep. Ginny Klevorn (DFL-Plymouth)
Rep. Mike Freiberg (DFL-Golden Valley)
Rep. Jim Nash (R-Waconia)
Rep. Pam Altendorf (R-Red Wing)

Sen. Tou Xiong (DFL-Maplewood)
Sen. Bonnie Westlin (DFL-Plymouth)
Sen. Jim Carlson (DFL-Eagan)
Sen. Andrew Lang (R-Olivia)
Sen. Erin Maye Quade (DFL-Apple Valley)

[State government policy items to be considered for adoption](#)
[Election finance side by side spreadsheet](#)
[State government finance side by side spreadsheet](#)
[State government policy side by side comparison](#)

House moves Workforce, Economic Development, & Labor bill off the floor: On Friday the House floor approved the omnibus workforce & labor bill, 115-19. Though the bill does not include any changes to paid leave or earned sick and safe time Rep. Dave Baker (R-Wilmar) spoke about the potential to make changes to those programs, noting that the senate had passed earned sick and safe time changes. He noted that the new programs get layered on top of existing benefits that counties may already be providing in some cases. Rep. Dave Pinto (DFL-Saint Paul) emphasized that he felt that the Earned Sick and Safe Time and Paid Leave programs function well as they are. The bill had previously passed the Senate 35-30 so it will head to conference committee.

Senate Capital Investment hears bill on maintenance and preservation: On [Thursday, May 8](#) in addition to the rollout of the Senate bonding bill the committee heard language from Sen. Sandy Pappas (DFL-St. Paul) that includes some changes to capital investment policy for local governments. [The amended language \(summary here\)](#) aligns the bill with the amended version of [HF2418](#) (Tabke) which requires local governments to answer whether they have a maintenance and preservation plan for capital project requests that are submitted to MMB. This is language that Rep. Brad Tabke (DFL-Shakopee) worked on with MMB, MICA, and other local government associations. The senate language would also require that the state share of non-profit requests not exceed 50% of the overall project cost.

THIS WEEK

This week the focus will continue to be on joint target negotiations as well as action in conference committee. Those conference committee meetings are not scheduled with as much notice, often times they will be noticed less than 24 hours in advance and the scheduled time may just be “at the call of the chair.” So the schedule below reflects the current moment in time but if you check the [legislative calendar](#) later in the week it will likely look quite different.

Conference Committee on State and Local Government Finance Bill (SF3045)

[Monday, May 12](#)

- Adoption of agreed upon State Government provisions and amendments.
- Public testimony regarding opposition on the State Government portion of the bill.

CORRECTIONS & PUBLIC SAFETY

LAST WEEK

Judiciary and Public Safety Omnibus Policy & Budget Bill

This week the Senate and House named their conferees and made motions for conference committee report inclusion of policy items for HF2432 which is the joint Judiciary and Public Safety Policy and Budget Bill.

House conferees named to the committee were Rep. Novotny, Rep. Moller, Rep. Scott, and Rep. Liebling. The Senate selected Sen. Latz, Sen. Oumou-Verbeten, Sen. Seeberger, Sen. Clark, & Sen. Westlin.

The Committee came together on Wednesday for a walk through of the bills appropriations and side by side analysis of same and similar policy provisions from each chamber’s respective bills. The committee returned Thursday adopting all the same/similar and hearing requested testimony from the Fire Marshals and the Metropolitan Council on policy provisions specific to their areas. On Saturday, the committee was called to order to discuss outstanding policy items that were to be included. Of note, the Commissioner of Corrections will have the ability to revoke Earn Incentivized Release Credit (EIRC) from incarcerated individuals that violate facility policies and/or commit serious acts or crimes prior to release.

Notable policy changes from MICA’s priorities related to corrections and public safety include:

- 3-year averaging of probation data in the Community Supervision Funding Formula
- 2-year delay in the sunset of supervision fees
- Preservation of the state’s 25% share of funding for the Sentencing to Serve Program

THIS WEEK

Judiciary and Public Safety Conference Committee

This week the Senate and House conference committee on judiciary and public safety will come together Monday to review addition policy items for possible inclusion in HF2432.

Bills up for discussion and inclusion include:

- SF1909 (Oumou Verbeten) County attorneys authorization to use administrative subpoenas in wage theft investigations.
- SF1665 (Westlin) and HF1396 (Witte) Use authorization of unmanned aerial vehicles expanded.
- SF281 (Lang) Coercion crime that causes great bodily harm or death of the victim criminal penalty enhancement provision.
- SF3051 (Latz) Access to unredacted portable recording system data related to collision investigations authorization

While additional items may be considered for inclusion, we are continuing to track any late additions and conversations that may result in changes to the already made motions.

OMNIBUS BILL TRACKING (AS OF 5/11/2025 4:51PM)

Budget Bill	House Bill	Status	Senate Bill	Status	Conference Committee Members	Status
Taxes Omnibus	HF2437	On House floor 5/13	SF2374	Passed taxes, referred to Rules from the floor		
Transportation Budget & Policy Omnibus	HF2438	Passed House 85-49 on 4/28	SF2082	Passed Senate 37-28 on 5/1	Koznick, Olson, Koegel, Tabke Dibble, Johnson Stewart, Carlson, Clark, Jasinski	Conference committee meeting
Capital Investment Omnibus		To be released		Senate spreadsheet (not final)		
Health and Human Services Budget and Policy Omnibus	HF2435	On House floor, 5/12	SF2669	Passed Finance, on senate floor		
Human Services Budget Omnibus	HF2434	Passed House 109-25 on 5/5	SF3054	Passed Senate 35-32 on 5/7	Hoffman, Fateh, Maye Quade, Mohamed, Abeler, Schomacker, Gillman, Jacob, Noor, Keeler, Curran	
Human Services Policy Omnibus	HF2115	Passed house 121-13 on 5/5	SF2443	Passed Senate, 35-32 on 5/7	Hoffman, Fateh, Maye Quade, Rasmusson, Abeler, Schomacker, Gander, Noor, Frederick	

Cannabis Omnibus	HF1615	Passed House, 82-50 on 5/5	SF2370	Passed Senate 34-32 on 4/28	Senate: Dibble, Port, Rasmusson, Hanson, J; West; Allen	
Environment Budget & Policy Omnibus	HF2439	Passed House 129-5 on 5/5	SF2077	Passed Senate 35-30 on 4/29	Hawj, Kunesh, Johnson-Stewart, Green, McEwen, Heintzman; Schultz; Nelson; Fischer; Pursell; Finke	
Energy, Utilities, Environment, and Climate Budget and Policy Omnibus Bill	HF2442	Passed House 112-21 on 5/7	SF2393	On Senate floor, laid on the table		
Legacy	HF2563	Passed House 115-19 on 4/25	SF2865	On Senate floor, laid on the table		
Agriculture, Broadband, and Rural Development Budget and Policy Omnibus	HF2446	Passed House 130-3 on 4/24	SF2458	Passed Senate 43-23 on 4/30	Anderson PH, Hanson, R, Harder, Smith, Godfrey, Burkel; Putnam, Kupec, Westrom	Conference committee meeting
E-12 Education Policy Omnibus	HF1306	On House Floor	SF1740	Passed Senate 39-26 on 4/24		
Jobs, Labor, and Economic Development Budget & Policy Omnibus	HF2440	Passed House 115-19 on 5/9	SF1832	Passed Senate 35-30 on 4/29		
Veterans and Military Affairs Budget and Policy Omnibus	HF2444	Passed House 126-6 on 4/29	SF1959	Passed Senate 65-0 on 4/23	Anderson, Gustafson, Putnam; Bliss, Duran, Xiong, Hemmingsen-Jaeger	Conference committee meeting
Commerce Budget & Policy Omnibus	HF2443	Passed House 112-19 on 4/29	SF2216	Passed Senate 35-29 on 4/23	Klein, Dahms, Seeberger; Her, Elkins, O'Driscoll, Rymer	
E-12 Education Finance Budget Omnibus	HF2433	On House floor	SF2255	Passed Finance, on senate floor		
Housing and Homelessness Prevention Budget and Policy Omnibus	HF2445	Passed House 106-25 on 4/29	SF2298	Passed Senate 40-24 on 4/22	Port, Boldon, Lucero; Igo, Nash, Howard, Kozlowski	Conference committee meeting
Higher Education Budget and Policy Omnibus	HF2431	Passed House 120-14 on 4/28	SF2483	Passed Senate 37-28 on 5/1	Rarick, Robbins, Wolgamott, Coulter Fateh, Putnam, Duckworth	Conference committee meeting
Liquor Omnibus	HF2027	On House floor	SF2511	Passed Senate 53-12 on 4/28		
State and Local Government and Elections Budget & Policy Omnibus	HF2783	Passed House 113-21 on 5/1	SF3045	Passed Senate 35-29 on 4/25	Xiong, Carlson, Maye Quade, Westlin, Lang; Klevorn, Nash, Freiberg, Altendorf	Conference committee meeting

Judiciary and Public Safety Budget & Policy Omnibus	HF2432	Passed House 128-4 on 4/25	SF1417	Passed Senate 34- 32 on 4/30	Novotny, Moller, Scott, Liebling; Latz, Oumou VerBeten, Westlin, Clark, Seeberger	Conference committee meeting
--	------------------------	-------------------------------	------------------------	---------------------------------	---	------------------------------------

COMBINED HEARING SCHEDULES

[Next 7 Days Combined Hearing Schedule](#)

CONTACT US

Executive Director

Nathan Jesson

nathan.jesson@mica.org

479-651-5416 (cell)

651-222-8737 (office)

Transportation Legislative Liaison

Amber Backhaus

amberb@unitedstrategiesllc.com

612-963-2232 (cell)

Health & Human Services Legislative Liaison

Nancy Silesky

nancy@cortholten.com

651-747-7242 (cell)

651-291-1900 (office)

Environment Legislative Liaison

Rachel Sosnowchik

rachel@goffpublic.com

402-651-0238 (cell)

PROPOSED PAY 2026 COUNTY PROGRAM AID
SF2374 DELETE-EVERYTHING AMENDMENT

Last Revised: May 6, 2025

LINE	COUNTY	PAY 2026 PROJECTED BASELINE AID (\$)	PAY 2026 PROPOSED AID (\$)	CHANGE PROPOSED PAY 2026 FROM BASELINE (\$)	PCT CHANGE PROPOSED PAY 2026 FROM BASELINE
1	STATE TOTAL	340,962,125	320,962,125	(20,000,000)	-5.9%
2	AITKIN	1,070,280	1,007,490	(62,790)	-5.9%
3	ANOKA	25,050,564	22,745,083	(2,305,481)	-9.2%
4	BECKER	1,746,613	1,681,863	(64,750)	-3.7%
5	BELTRAMI	4,184,212	4,036,586	(147,626)	-3.5%
6	BENTON	3,291,298	3,133,811	(157,487)	-4.8%
7	BIG STONE	669,215	629,977	(39,238)	-5.9%
8	BLUE EARTH	4,881,923	4,743,379	(138,544)	-2.8%
9	BROWN	1,668,313	1,622,411	(45,902)	-2.8%
10	CARLTON	2,985,587	2,818,166	(167,421)	-5.6%
11	CARVER	5,674,137	4,941,103	(733,034)	-12.9%
12	CASS	1,656,377	1,559,167	(97,210)	-5.9%
13	CHIPPEWA	851,846	828,491	(23,355)	-2.7%
14	CHISAGO	3,870,736	3,733,162	(137,574)	-3.6%
15	CLAY	5,524,595	5,375,302	(149,293)	-2.7%
16	CLEARWATER	1,033,512	1,012,063	(21,449)	-2.1%
17	COOK	678,699	638,905	(39,794)	-5.9%
18	COTTONWOOD	839,228	790,005	(49,223)	-5.9%
19	CROW WING	3,096,316	2,968,676	(127,640)	-4.1%
20	DAKOTA	27,578,947	25,300,772	(2,278,175)	-8.3%
21	DODGE	1,129,585	1,098,907	(30,678)	-2.7%
22	DOUGLAS	2,243,772	2,170,472	(73,300)	-3.3%
23	FARIBAULT	911,527	858,059	(53,468)	-5.9%
24	FILLMORE	1,135,768	1,101,309	(34,459)	-3.0%
25	FREEBORN	2,305,688	2,231,263	(74,425)	-3.2%
26	GOODHUE	2,637,688	2,363,970	(273,718)	-10.4%
27	GRANT	662,819	623,957	(38,862)	-5.9%
28	HENNEPIN	49,046,258	45,533,425	(3,512,833)	-7.2%
29	HOUSTON	1,389,892	1,355,362	(34,530)	-2.5%
30	HUBBARD	1,279,238	1,229,591	(49,647)	-3.9%
31	ISANTI	3,296,057	3,060,935	(235,122)	-7.1%
32	ITASCA	3,183,912	2,999,584	(184,328)	-5.8%
33	JACKSON	757,237	712,831	(44,406)	-5.9%
34	KANABEC	1,405,203	1,367,173	(38,030)	-2.7%
35	KANDIYOHI	3,208,391	3,112,004	(96,387)	-3.0%
36	KITSON	621,777	585,324	(36,453)	-5.9%
37	KOOCHICHING	1,749,597	1,710,027	(39,570)	-2.3%
38	LAC QUI PARLE	694,589	653,861	(40,728)	-5.9%

PROPOSED PAY 2026 COUNTY PROGRAM AID
SF2374 DELETE-EVERYTHING AMENDMENT

Last Revised: May 6, 2025

LINE	COUNTY	PAY 2026 PROJECTED BASELINE AID (\$)	PAY 2026 PROPOSED AID (\$)	CHANGE PROPOSED PAY 2026 FROM BASELINE (\$)	PCT CHANGE PROPOSED PAY 2026 FROM BASELINE
1	STATE TOTAL	340,962,125	320,962,125	(20,000,000)	-5.9%
39	LAKE	797,338	750,576	(46,762)	-5.9%
40	LAKE OF THE WOODS	611,968	576,093	(35,875)	-5.9%
41	LE SUEUR	1,590,692	1,521,812	(68,880)	-4.3%
42	LINCOLN	639,088	601,620	(37,468)	-5.9%
43	LYON	1,453,954	1,406,997	(46,957)	-3.2%
44	MCLEOD	2,638,579	2,570,355	(68,224)	-2.6%
45	MAHNOMEN	908,085	892,515	(15,570)	-1.7%
46	MARSHALL	717,111	675,061	(42,050)	-5.9%
47	MARTIN	1,131,846	1,065,440	(66,406)	-5.9%
48	MEEKER	1,591,249	1,546,504	(44,745)	-2.8%
49	MILLE LACS	2,319,182	2,189,078	(130,104)	-5.6%
50	MORRISON	2,611,160	2,540,296	(70,864)	-2.7%
51	MOWER	3,088,562	2,998,322	(90,240)	-2.9%
52	MURRAY	720,707	678,445	(42,262)	-5.9%
53	NICOLLET	2,360,581	2,300,663	(59,918)	-2.5%
54	NOBLES	1,032,752	972,165	(60,587)	-5.9%
55	NORMAN	684,045	643,937	(40,108)	-5.9%
56	OLMSTED	10,766,862	9,975,985	(790,877)	-7.3%
57	OTTER TAIL	2,933,102	2,824,763	(108,339)	-3.7%
58	PENNINGTON	1,035,615	1,007,081	(28,534)	-2.8%
59	PINE	2,378,147	2,308,099	(70,048)	-2.9%
60	PIPESTONE	737,720	694,459	(43,261)	-5.9%
61	POLK	1,929,100	1,864,200	(64,900)	-3.4%
62	POPE	806,796	759,478	(47,318)	-5.9%
63	RAMSEY	26,195,141	24,569,154	(1,625,987)	-6.2%
64	RED LAKE	612,557	576,647	(35,910)	-5.9%
65	REDWOOD	908,429	855,144	(53,285)	-5.9%
66	RENVILLE	922,532	868,418	(54,114)	-5.9%
67	RICE	4,842,126	4,668,221	(173,905)	-3.6%
68	ROCK	723,756	681,315	(42,441)	-5.9%
69	ROSEAU	1,202,936	1,174,290	(28,646)	-2.4%
70	ST LOUIS	17,167,866	16,326,717	(841,149)	-4.9%
71	SCOTT	8,240,505	7,366,420	(874,085)	-10.6%
72	SHERBURNE	6,664,548	6,189,646	(474,902)	-7.1%
73	SIBLEY	827,139	778,626	(48,513)	-5.9%
74	STEARNS	12,665,471	12,325,878	(339,593)	-2.7%
75	STEELE	2,781,688	2,706,589	(75,099)	-2.7%

Casey Muhm

PROPOSED PAY 2026 COUNTY PROGRAM AID
SF2374 DELETE-EVERYTHING AMENDMENT

Last Revised: May 6, 2025

LINE	COUNTY	PAY 2026 PROJECTED BASELINE AID (\$)	PAY 2026 PROPOSED AID (\$)	CHANGE PROPOSED PAY 2026 FROM BASELINE (\$)	PCT CHANGE PROPOSED PAY 2026 FROM BASELINE
1	STATE TOTAL	340,962,125	320,962,125	(20,000,000)	-5.9%
76	STEVENS	907,505	888,217	(19,288)	-2.1%
77	SWIFT	779,914	734,175	(45,739)	-5.9%
78	TODD	2,018,099	1,963,588	(54,511)	-2.7%
79	TRAVERSE	623,656	587,094	(36,562)	-5.9%
80	WABASHA	1,316,216	1,278,238	(37,978)	-2.9%
81	WADENA	1,231,300	1,198,722	(32,578)	-2.6%
82	WASECA	1,267,682	1,230,826	(36,856)	-2.9%
83	WASHINGTON	14,515,597	13,652,075	(863,522)	-5.9%
84	WATONWAN	1,014,356	991,171	(23,185)	-2.3%
85	WILKIN	702,930	661,713	(41,217)	-5.9%
86	WINONA	3,916,428	3,816,719	(99,709)	-2.5%
87	WRIGHT	8,670,148	8,470,011	(200,137)	-2.3%
88	YELLOW MEDICINE	747,963	704,101	(43,862)	-5.9%